



**REQUEST FOR PROPOSALS
FOR
NTD PASSENGER MILES TRAVELED SAMPLING SURVEYS**

RFP No.: 2023-S-11

Date Issued: June 21, 2023

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the “CCRTA”, at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at procurement@cccta.org until 3:00 p.m. (CST) Wednesday, August 2, 2023 for NTD Passenger Miles Traveled Sampling Surveys. This is a task based, firm fixed-price one (1) 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 for Wednesday, July 5, 2023 at 3:00 p.m. (CST) in the CCRTA’s 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.

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@cccta.org by 1:00 p.m. (CST) Wednesday, July 5, 2023.

Requests for Information/Exceptions/Approved Equals are due by 3:00 p.m. (CST), Wednesday, July 12, 2023 with a response from the CCRTA by Wednesday, July 19, 2023.

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

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

- Request for Proposals,
- Instructions to Proposers,
- Special Instructions,
- Scope of Work,
- Standard Service Terms and Conditions,

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

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

For mailed proposal submissions, please submit as follows:

- Response to RFP **one (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Price Proposal (Attachment A), **(one (1) original in a separately sealed envelope),**
- 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 Sheet (Attachment F).

For electronic proposal submissions, please submit by email to procurement@ccrta.org as follows:

- Response to RFP,
- Price Proposal (Attachment A), and
- Attachments (B, C, D, E, and F) **(in one electronic file).**

All three (3) electronic files should be clearly titled and submitted together in the same email.

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

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

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

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

- Copy of Insurance

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

- Form 1295 "Certificate of Interested Parties"

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

- Proposal Submission Checklist

PROPOSAL SUBMISSION CHECKLIST

(USE AS A REFERENCE)

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

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

INSTRUCTIONS TO PROPOSERS

1. GENERAL.

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

2. EXPLANATIONS.

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

3. SPECIFICATIONS.

- 3.1 Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the proposer's risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.
- 3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

4. INFORMATION REQUIRED.

- 4.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Price Proposal and the proposal, which collectively shall constitute the proposer's offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.
- 4.2. All prices shall be entered on the Price Proposal in ink or be typewritten.
- 4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized

to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.

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

5. **SUBMISSION OF PROPOSALS.**

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

**Corpus Christi Regional Transportation Authority
Staples Street Center
ATTN: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401
Proposal for: RFP No. 2023-S-11 NTD Passenger Miles Traveled Sampling Surveys**

Proposal Due Date: Wednesday, August 2, 2023 by 3:00 p.m. (CST)

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

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

- 5.2. **The Price Proposal should be submitted in a separately, sealed envelope along with the proposal and required Attachment forms. If submitting electronically, the Price Proposal (Attachment A) must be submitted in a separate electronic file from the proposal. All three files should be clearly titled 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:

- **June 21, 2023 - RFP Issued**
Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **July 5, 2023 – Pre-Proposal Conference** at 3:00 p.m. (CST) on the second floor in the Boardroom located at the CCRTA's Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely attend, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **July 12, 2023 – Requests for Information/Exceptions/Approved Equals Due**
Written Requests for Information (Attachment G) are due by 3:00 p.m. (CST). Please submit **one** form for **each** Request for Information. Request for Information must be emailed to procurement@ccrta.org, hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **July 19, 2023 – CCRTA's Response to Request for Information Due**
Responses will be posted as an addendum to the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/.
- **August 2, 2023 – Proposals Due**
Written proposals are due no later than 3:00 p.m. (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or submitted electronically by email to procurement@ccrta.org prior to deadline.
- **August 2, 2023 – Proposal Closing**
The Proposal Closing will be held at 3:30 p.m. (CST) on Wednesday, August 2, 2023 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 by 1:00 p.m. (CST) Wednesday, August 2, 2023.
- **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 – September 6, 2023**
The CCRTA's Board of Directors will meet to award a contract to the successful Proposer.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

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

7. PROPOSAL 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 on the second floor of the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, TX 78401. To attend the Proposal Closing remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Wednesday, August 2, 2023.

8. EVALUATION FACTORS.

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

9. ELIGIBILITY FOR AWARD.

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

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

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

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

11. ACCEPTANCE.

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

12. PROTESTS.

In the event that a proposer desires to protest any procedure, the proposer should present such protest, in writing, to the CCRTA Chief Executive Officer within five (5) business days following the Board approval date. The protest shall state the name and address of the protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation.

13. EQUAL OPPORTUNITY.

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

14. SINGLE PROPOSAL.

- 14.1. In the event a single proposal is received, the CCRTA will, at its option, either conduct a price and/or cost analysis of the proposal and make the award by negotiation or reject the proposal and revise the Request for Proposals. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

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

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

15. FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"

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

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

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

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

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

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

16. NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS

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

SPECIAL INSTRUCTIONS

1.0 GENERAL

1.1 Introduction

The Corpus Christi Regional Transportation Authority (CCRTA) is seeking proposals from qualified firms interesting in conducting NTD Passenger Miles Traveled Sampling Surveys. This is a task based, firm fixed-price one (1) year service contract.

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

- Cover Letter,
- Approach and Work Plan,
- Qualifications and References,
- Experience,
- Certification Forms (Attachment B, C, D, E, and F), and
- Price Proposal (Attachment A), **(submitted in a separately, sealed envelope).**

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

1.2 Proposal Contents and Format

The contents of the proposal shall include the following:

Cover Letter

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

Section 1 – Approach and Work Plan **(30 points)**

Proposer must include a detailed work plan outlining all of the specific tasks that will need to be undertaken and the procedures that will be used to accomplish the Scope of Work. Please indicate the manpower that will be used in providing this service.

Section 2 – Qualifications and References
(15 points)

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

Section 3 – Experience
(25 points)

Firm - Proposer must submit any information appropriate to the RFP necessary to establish qualifications and experience.

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

Section 4 – Certification Forms (Attachment B, C, D, E, and F)

Section 5 – Price Proposal (Attachment A), (Sealed Separately in an Envelope)
(30 points)

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

2.0 PROPOSAL EVALUATION

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

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

2.1 Evaluation Criteria

Section	Evaluation Criteria	Weight (Points)
1	Approach and Work Plan	30
2	Qualifications and References	15
3	Experience	25
4	Price	30
Total		100

The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the Price Proposal (Attachment A) will be opened and included in the evaluation process. Evaluation points for cost will be assigned based on a lowest cost (most points) to highest cost (least points) ranking of proposed cost packages. The maximum points available for cost are **30 points**. The CCRTA may select a proposer for the project after this review if the CCRTA feels it is in the CCRTA's best interest.

2.2 Shortlisted Proposers

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

2.3 Oral Presentation and Demonstration

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

2.4 Best and Final Offer (BAFO)

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

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

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

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

SCOPE OF WORK

1.0 BACKGROUND

The Corpus Christi Regional Transportation Authority (CCRTA) is seeking proposals from qualified firms to conduct a 100% ridership collection of Unlinked Passenger Trips (UPT) by completing on-board surveys of multiple bus services within the service area. Every three years, the CCRTA is required by the Federal Transit Administration (FTA) under the National Transit Database (NTD) program to complete a statistically valid passenger miles traveled sampling survey.

The project includes the management and coordination of field data collection, analysis, and reporting on multiple bus services on all days of the week. The sampling method for the collection of passenger miles traveled data must follow the FTA's guidelines for sampling techniques for capturing required data within the 2022 NTD Policy Manual and the NTD Sampling Manual dated March 31, 2009. The FTA's requirements for minimum levels of confidence is 95 percent and precision is 10 percent. The CCRTA utilizes a common software platform to develop and modify services containing trip patterns, bus stops, and schedule information.

The CCRTA began operations in January 1986. The CCRTA provides public transportation services within an 846 square mile area encompassing the cities of Agua Dulce, Banquete, Bishop, Corpus Christi, Driscoll, Gregory, Port Aransas, and Robstown. Effective May 19, 2023, the CCRTA operates a total of 33 bus services which includes fixed route, flex, and commuter express services. The CCRTA directly operates 20 of 33 services. A third party contractor, MV Transportation, operates 12 of 33 services and B-Line paratransit service. The City of Port Aransas operates 2 of 33 services. In addition, the CCRTA provides transportation services in rural communities with contracted on-demand service and administers a contracted vanpool program. The CCRTA services support over 2.8 million boardings per year.

For the purpose of this project, "Contractor" refers to a firm, individual, or a team of individuals which may respond to the Request for Proposals (RFP) to provide the requested services. Interested parties are thus invited to submit proposals in accordance with the guidelines described throughout this RFP.

2.0 PROJECT OVERVIEW

The primary goal of this project is to capture passenger miles traveled data from a 100% ridership collection of UPT per NTD requirements. Effective in Fall 2023, one-way revenue trips on all 33 motor bus services including one on-demand service will be surveyed under this effort. Surveyors will be required to travel throughout the CCRTA's service area on small and large buses on all days of the week. Currently, the CCRTA operates approximately 1,010 one-way weekday revenue trips, 675 Saturday revenue trips, and 450 Sunday revenue trips for a total of 2,135 weekly revenue trips.

Additionally, the data collected during this project will provide information to plan for future service and facility improvements.

The scope of work is to serve as a general guide to the Contractor in preparing a detailed proposal. The CCRTA encourages proposals that contain methods and techniques to best meet the project requirements, include a thoughtful resource plan related to recording efficient, effective, and accurate survey results, the ability to geographically identify where surveyors are while on duty, quality assurance and quality control steps to minimize missed assignments while ensuring statistically valid results.

At a minimum, the CCRTA expects that proposals will contain a work plan, schedule, and budget to complete Tasks 1 and 2 while closely adhering to the project requirements. Survey trips may take place during all hours of operation, seven days a week, from approximately 3:30 a.m. (CST) to 11:00 p.m. (CST). The award of this contract does not give the Contractor exclusive rights to perform these services for the CCRTA. The CCRTA staff may elect to complete separate independent surveys.

The CCRTA will be utilizing other methods outside this scope of work to collect passenger miles traveled data for B-Line paratransit, rural on-demand, and van pool service modes.

3.0 TASK 1: DEVELOP AND SUBMIT NTD PASSENGER MILES TRAVELED AND PERFORMANCE SURVEYS

- 3.1** The Contractor shall assign all revenue trips to surveyors using the CCRTA's scheduled revenue trips. The CCRTA will provide the Contractor with schedule data in electronic formats.
- 3.2** The Contractor shall conduct a 100% ridership collection of Unlinked Passenger Trips (UPT) by providing on-board surveys for all revenue trips operating on approximately 33 services on weekdays, 27 services on Saturdays, and 19 services on Sundays.
- 3.3** The Contractor shall record boardings and alightings including wheelchair and bicycle boardings on individual revenue trips, at transfer stations, and at bus stops. In addition, the Contractor shall record running passenger totals on vehicles in-between bus stops to calculate passenger miles traveled using stop distances. To avoid confusion with Trapeze internal data, only the CCRTA's bus stop ID numbers shall be included in the results. In addition, if block numbers are to be included on surveys, only the CCRTA's block numbers shall be recorded in survey results and overall ridership summaries.
- 3.4** The Contractor shall record on-time performance by inputting the time of day (hour and minutes) at scheduled timing points along individual revenue trips. At the discretion of the CCRTA, staff will conduct quality assurance reviews to ensure compliance with the NTD's requirements.

- 3.5** The Contractor shall accurately capture and calculate passenger miles traveled data per the NTD's guidelines for each completed survey.
- 3.6** At the discretion of the CCRTA, staff may conduct a review of completed surveys to ensure compliance with scope of work requirements.
- 3.7** If an occurrence of missed or incomplete surveys occur due to unforeseen circumstances, the Contractor shall notify the CCRTA within 24 hours. In addition, the Contractor shall make-up assigned surveys at no cost to the CCRTA to maintain compliance with 100% ridership collection.

4.0 TASK 1: DELIVERABLES

- 4.1** The Contractor shall properly catalog, organize, collate, and submit all original and completed hard copy survey sheets and/or electronic formatted survey sheets, other hard copy or electronic files, identification badges, security access cards, and all other project files to the CCRTA.

5.0 TASK 2: DEVELOP AND SUBMIT NTD PASSENGER MILES TRAVELED AND PERFORMANCE SUMMARY IN ELECTRONIC FORMAT

- 5.1** The Contractor shall catalog, organize, collate, and submit the 100% ridership collected data of Unlinked Passenger Trips (UPT) for all trips on 33 services within a ridership summary in a simple, easy-to-use, user friendly, organized electronic format within Microsoft Excel, Microsoft Access, or similar product. The Contractor shall include preferred software product(s) in the Contractor's proposed work plan.
- 5.2** Within the electronic ridership summary, the Contractor shall ensure that the CCRTA's staff will be able to query or report surveyed data by route, direction, trip, block, the CCRTA's bus stop ID, day of week, or time of day. At the discretion of the CCRTA, staff will conduct an initial review of the electronic ridership summary to ensure compliance with the scope of work requirements.

6.0 TASK 2: DELIVERABLES

- 6.1** The Contractor shall submit an electronic ridership summary in a simple, easy-to-use, user friendly, organized electronic format within Microsoft Excel, Microsoft Access, or similar product.
- 6.2** The Contractor shall include all required data inputs within ridership summary for the CCRTA to query or report data by route, direction, trip, block, the CCRTA's bus stop ID, day of week, or time of day.
- 6.3** In addition to the electronic ridership summary, the Contractor shall submit all other project files at the request of the CCRTA.

7.0 GENERAL REQUIREMENTS

- 7.1** The Contractor shall assign a Project Manager that will be responsible for the day-to-day communications with the CCRTA's staff and is a direct liaison to the surveyors and other personnel assigned to the project team.
- 7.2** The Contractor shall provide all staff and supervision necessary to complete each assigned task on time, on schedule, and within budget.
- 7.3** The Contractor will be responsible for the recruitment of surveyors to begin the project. Individuals with prior transit, transportation, or NTD data collection knowledge and experience are preferred.
- 7.4** The Contractor shall be responsible for the continuous recruitment of personnel to meet the project requirements.
- 7.5** The CCRTA will assist the Contractor with temporary security access for Surveyors to travel onto Naval Air Station Corpus Christi and the Corpus Christi Army Depot.
- 7.6** The Contractor shall be responsible for developing, issuing, and collecting survey sheets, verifying that surveys are complete and accurate, and observe any unusual data or patterns. For example, data inputs resulting extremely high boardings of passengers at one location may be inaccurately recorded. In addition, if a completed survey displays no ridership activity along a one-way revenue trip, data inputs may be incomplete resulting in an invalid survey.
- 7.7** The CCRTA will meet with the Contractor on an as needed basis via conference call or in-person to obtain status updates, to ensure goals and objectives are met, and to provide the Contractor with any necessary feedback.
- 7.8** The Contractor shall be prepared to provide oversight technology or field supervision to monitor the surveyors at their work locations, if necessary.
- 7.9** The CCRTA must be made aware of key personnel changes. Due to the short duration of this project, the Contractor shall replace key personnel positions within a one-week timeframe.
- 7.10** Prior to beginning this project, the CCRTA's staff will review requirements and expectations with the Contractor at the project kick-off meeting. Thereafter, the Contractor shall be responsible for communicating requirements, expectations, and conducting training for all individuals involved with the project. If additional training is required from the CCRTA, the Contractor shall notify the CCRTA's staff.
- 7.11** The CCRTA will conduct reviews of survey results. In the event the CCRTA identifies that the recorded data does not appear to be reasonably accurate,

based on comparisons with previous data or other factors, the CCRTA reserves the right to require the Contractor to recollect and resubmit the survey(s) at no cost.

- 7.12** The CCRTA, at its discretion, may observe surveyors at any time without notification to the Contractor and shall have access to all data collected at any time.
- 7.13** Surveyors are responsible for their own transportation to and from survey locations and must be able to quickly board buses for each assigned survey trip.
- 7.14** Surveyors may also be expected to transfer from one transit vehicle to another.
- 7.15** Surveyors shall arrive at their starting location 10 minutes prior before boarding the bus.
- 7.16** Surveyors are required to document the following on the provided survey sheets:
 - 7.16.1** Record the date and time of day;
 - 7.16.2** Record the bus vehicle number;
 - 7.16.3** Record the bus operator's identification number if available;
 - 7.16.4** Record on-time performance, passenger boardings and alightings, wheelchair boardings and alightings, bicycle boardings and alightings, at transfer stations, bus stops;
 - 7.16.5** Record running passenger totals on vehicles in-between bus stops to calculate passenger miles traveled using stop distances, and;
 - 7.16.6** Record observations such as weather, maintenance failures, or other incidents which result in service disruptions.
- 7.17** The CCRTA will provide the Contractor with identification badges for surveyors to board buses. In addition, the CCRTA will provide route maps and schedule information.
- 7.18** If survey assignments are missed, the CCRTA must be notified as soon as the Contractor becomes aware of the problem. In the event the Contractor misses a part or all of a shift, the Contractor shall make up the time, at the CCRTA's discretion, with no extra cost to the CCRTA.
- 7.19** The Contractor shall be responsible for returning all surveyor badges back to the CCRTA when an individual is no longer part of the project or upon project completion. Badges that are not returned will incur a fee of \$10.00 each.
- 7.20** The Contractor shall provide surveyors with materials and supplies, including a watch coordinated with dispatch clocks, necessary for the completion of surveys.
- 7.21** While completing surveys, the Contractor's project team shall follow the requirements below:

- 7.21.1 The Contractors shall follow all CCRTA rules of conduct and policies.
- 7.21.2 The Contractors are to conduct themselves professionally at all times which includes business casual attire and avoiding inappropriate personal hygiene.
- 7.21.3 In working with bus operators, transit officials, and the public, the Contractors are to be polite and courteous at all times.
- 7.21.4 The Contractors shall display their CCRTA identification badge and introduce themselves to the CCRTA's staff in a respectful manner.
- 7.21.5 The Contractors shall not utilize electronic devices for personal use (cell phones, tablets, laptops, etc.) while collecting ridership and performance data. This use of personal devices is prohibited to ensure accurate data collection.
- 7.21.6 If a Contractor encounters an inappropriate incident on a CCRTA vehicle or at a CCRTA facility, they are required to report it to the Contractor's Project Manager immediately, followed by a written report. The CCRTA shall be notified of the incident immediately by phone or via email communication. The Contractor shall submit a written report to the CCRTA within 24 hours or earlier depending on severity of incident.
- 7.21.7 If a Contractor encounters an emergency situation, the Contractor shall dial 9-1-1 to seek help immediately.

STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICE STANDARDS.

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

2. INVOICES AND PAYMENTS.

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

3. TOOLS, EQUIPMENT AND SUPPLIES.

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

4. ESTIMATED QUANTITIES.

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of proposal and the award of this Contract and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverage’s listed below having policy limits not

less than the dollar amounts set forth:

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

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

Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverage's shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request after award of contract.

6. WORKERS' COMPENSATION.

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

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

6.1. The following definitions shall apply:

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

Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which

furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION.

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

8. INDEPENDENT CONTRACTOR.

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

9. ASSIGNMENT.

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

10. AMENDMENTS.

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

11. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of

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

12. ADVERTISING.

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

13. GRATUITIES.

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

14. EQUAL OPPORTUNITY.

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

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

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

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

15. ENFORCEABILITY.

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

16. NOTICES.

Notices shall be given to the parties by delivering or mailing such notice to the addresses

set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

17. INTERPRETATION.

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

CERTIFICATION FORMS

Do **NOT** Alter Any Forms.

Doing so will deem your proposal as non-responsive.

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

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

Reminders:

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

ATTACHMENT A

PRICE PROPOSAL

PROJECT: RFP No. 2023-S-11
NTD Passenger Miles
Traveled Sampling Survey

PROPOSER: _____

INSTRUCTIONS:

- (1) Refer to the "Special Instructions" and "Scope of Work" sections before finalizing the Price Proposal and provide your best price.
- (2) This is a task based, firm fixed-price one-year Contract.
- (3) Proposers must complete all information requested. No items may remain blank (use N/A or other as necessary).
- (4) Pricing shall include direct costs, indirect costs, and profit.
- (5) **Submit in a separately sealed envelope one (1) signed Price Proposal.** On the outside of your sealed proposal, address your envelope with the information as noted in the "Instructions to Proposers" Section 5 or submit your complete proposal package electronically to procurement@ccrta.org prior to the **deadline of 3:00 p.m. (CST) Wednesday, August 2, 2023.**

ONE (1) YEAR CONTRACT

Tasks	Number Of Hours To Complete	Task Total
Task 1: Develop and Submit NTD Passenger Miles Traveled and Performance Surveys <ul style="list-style-type: none"> The Contractor shall complete a 100% ridership collection survey of Unlinked Passenger Trips (UPT) to calculate NTD passenger miles traveled data on 33 motor bus services which includes approximately 1,010 one-way weekday revenue trips, 675 Saturday revenue trips, and 450 Sunday revenue trips for a total of 2,135 weekly revenue trips The Contractor shall complete all requirements under Task 1 including deliverables 		
Task 2: Develop and Submit NTD Passenger Miles Traveled and Performance Summary in Electronic Format <ul style="list-style-type: none"> The Contractor shall catalog, organize, collate, and submit the 100% ridership collected data of Unlinked Passenger Trips (UPT) on 33 motor bus services within a ridership summary in a simple, easy-to-use, user friendly, organized electronic format within Microsoft Excel, Microsoft Access, or similar product The Contractor shall complete all requirements under Task 2 including deliverables 		
TOTAL FIRM FIXED-PRICE:		\$

ATTACHMENT A

PRICE PROPOSAL CONTINUED

Project: RFP No. 2023-S-11
NTD Passenger Miles
Traveled Sampling Survey

PROPOSER: _____

Authorized by:

Authorized Signature

Printed Name

Title

Date

ATTACHMENT B

CERTIFICATION FORM

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

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

Signature

Printed Name

Title

Date

ATTACHMENT C

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

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

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

Signature of Certifying Person: _____

Title: _____

Certifying Person (Print or Type): _____

Date: _____

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA

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

List all addenda numbers below:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

ATTACHMENT E

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

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

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

ATTACHMENT F

BIDDER/OFFEROR/PROPOSER INFORMATION SHEET

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

ATTACHMENT G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: _____

PROPOSER: _____

PROJECT: RFP No. 2023-S-11

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee