



**REQUEST FOR PROPOSALS  
FOR  
COMPRESSED NATURAL GAS (CNG)  
FUELING STATION MAINTENANCE SERVICES**

**RFP NO.: 2024-S-10**

**Date Issued: July 2, 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) Tuesday, August 13, 2024 for Compressed Natural Gas (CNG) Fueling Station Maintenance Services. This is a firm-fixed-price 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 Tuesday, July 16, 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 attendance is not mandatory, Proposers are strongly encouraged to attend.

If you are unable to attend the pre-proposal conference, but would like to remotely participate, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Tuesday, July 16, 2024.

**Requests for Information are due by 3:00 p.m. (CST), Tuesday, July 23, 2024, with a response from the CCRTA by Tuesday, July 30, 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),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Proposer Information Sheet (Attachment F), and
- Request for Information Form (Attachment G).

**Supplemental Documentation:**

- Material Safety Data Sheets (MSDSs) for all products and chemicals to be used by the Contractor onsite, incorporated into the work and used during the operation and maintenance of the fueling facility,
- Detailed Preventive Maintenance Procedures Plan,
- New updated Spare Parts List for review (Should one be needed),
- Emergency First Responder Procedures, and
- Daily Signed Detailed Work Sheet.

FIRMS must submit a proposal, and all documentation supporting the Proposal. **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.

**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 and one (1) electronic version in a PDF file supplied on a USB Flash Drive,**
- Attachments and Certifications:
  - Price Schedule (Attachment A)
    - **One (1) signed hard copy in a separately sealed envelope, along with one (1) electronic version in a PDF file supplied on a USB Flash Drive,** and
  - B, C, D, E, and F.
- Supplemental Documentation.

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

- Proposal in Response to the RFP - (in a separate file),

- Attachments and Certifications:
  - Price Schedule (Attachment A) – (Signed and submitted in a PDF file), and,
    - B, C, D, E, and F. Please combine these attachments into one electronic file.
- Supplemental Documentation – (in one file).

**Ensure that all four (4) 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).**

**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 Proposer Information Sheet (Attachment F)	
4. Supplemental Documentation	
<b>Proposal Package MUST include the following:</b>	
<b>If submitting my mail:</b>	
• One Original Proposal (Items 1- 4 (listed above))	
• One Electronic version in a PDF supplied on a USB Flash Drive	
• Price Schedule (Attachment A) – one (1) signed hard copy in a separately sealed envelope, along with one (1) electronic version in a PDF file supplied on a USB Flash Drive	
• Attachments and Certifications B, C, D, E, and F, and	
• Supplemental Documentation	
<b>Electronic Submission of Proposal: Submit by email to <a href="mailto:procurement@ccrta.org">procurement@ccrta.org</a>.</b>	
• Response to RFP – (in a separate file)	
• Price Schedule (Attachment A) - Signed and submitted in a PDF file	
• Attachments and Certifications B, C, D, E, and F (in one file)	
• Supplemental Documentation (in one file)	
<b>2. Price Schedule (Attachment A)</b>	
<b>Proposer must:</b>	
• List the Proposer’s Name at the top of each 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>	
<ul style="list-style-type: none"> <li>- List Firm Name and write in each addendum issued (<i>i.e.</i> Addenda No. 1, 2, and 3)</li> <li>- Sign, Print Name and Title, and Date</li> </ul>	
<b>3.4 References (Attachment E) DO NOT Include CCRTA As A Reference</b>	
<b>The Proposer must:</b>	
<ul style="list-style-type: none"> <li>- List 4 similar projects which he/she has completed within the last five years.</li> </ul>	
<ul style="list-style-type: none"> <li>- Provide a list of contracts that the firm currently has in process.</li> </ul>	
<b>3.5 Bidder/Offeror/Proposer Information Sheet (Attachment F)</b>	
1. Bidder/Offeror/Proposer	
<ul style="list-style-type: none"> <li>- List Company Name, Address, City, State, Zip Code, FEIN/TIN and Unique Identity number</li> <li>- List if the Company is a subsidiary. If yes, name the Holding/Parent Company</li> <li>- List the number of years the Company has been in business.</li> <li>- List the Company's Commodity/NAICS Code and Corresponding Index Entry</li> </ul>	
2. Disadvantaged Business Enterprise (DBE) Certification	
<ul style="list-style-type: none"> <li>- 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.</li> </ul>	
3. Bidder/Offeror/Proposer Primary Contact	
<ul style="list-style-type: none"> <li>- List Name, Title, Telephone numbers (office and mobile), and a valid email address</li> </ul>	
4. Authorized Signatory (If different from Primary Contact)	
<ul style="list-style-type: none"> <li>- List Name, Title, Telephone numbers (office and mobile), and a valid email address</li> </ul>	
<b>4. Supplemental Documentation</b>	
1. Material Safety Data Sheets (MSDSs) for all products and chemicals to be used by the Contractor onsite, incorporated into the work and used during the operation and maintenance of the fueling facility.	
2. Detailed Preventive Maintenance Procedures Plan	
3. Emergency First Responder Procedures	
4. Daily Signed Detailed Work Sheet	

# 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 Schedule in ink or 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-10 CNG Fueling Station Maintenance Services**

**Proposal Due Date: Tuesday, August 13, 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) must be signed and submitted in a separately sealed envelope along with the proposal and required Attachment forms and one (1) electronic version in a PDF file supplied on a USB Flash Drive. If submitting electronically, the signed Price Schedule (Attachment A) must be submitted in a separate electronic PDF file from the proposal. All four (4) files must 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:

- **Tuesday, July 2, 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/).
- **Tuesday, July 16, 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.
- **Tuesday, July 23, 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).
- **Tuesday, July 30, 2024 – CCRTA's Response to Request for Information Due**  
Responses will be posted as an addendum to the CCRTA's website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Tuesday, August 13, 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.
- **Tuesday, August 13, 2024 – Proposal Closing**  
The Proposal Closing will be held at 3:30 p.m. (CST) on Tuesday, August 13, 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) Tuesday, August 13, 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 – October 9, 2024**

The CCRTA's 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 Schedules 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 Tuesday, August 13, 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) Tuesday, August 13, 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.
- 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.
- 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 OF DIRECTORS**

Proposers are advised not to contact any CCRTA Board of Directors 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.

## **17.0 LIQUIDATED DAMAGES**

The execution of the contract under these specifications constitutes an agreement between the CCRTA and the Contractor that \$250 per hour is the minimum value of costs and actual damages incurred due to the Contractor's failure to meet the required response time. An additional charge of \$500 per hour will be applied if bus pull-outs are delayed.

For each hour of delayed pull-out occurring between the hours of 5:00 a.m. (CST) and 10:00 p.m. (CST) daily, \$500 **per hour** will **be assessed to the Contractor for liquidated damages**. For instance, if a Contractor arrives two hours late and, as a result, bus pull-out is delayed by two hours in the morning, the total liquidated damages would be \$1,500 for that period (\$500 for late arrival plus \$1,000 for delayed pull-out).

Liquidated damages will continue to accumulate each day a pull-out delay occurs and will be deducted from the Contractor's monthly payment.

## SCOPE OF WORK

### 1.0 BACKGROUND

For the purposes of this section, the term “Contractor” represents the successful Proposer.

The Corpus Christi Regional Transportation Authority is seeking to award a contract for CNG Fueling Station Maintenance Services to a qualified firm that can provide onsite and remote technical support.

The Contractor shall have three (3) or more years of experience providing successful operation and maintenance services to other transit agencies of a similar size, and similar gas volumes.

The construction of the CNG fueling station was completed in November of 2012. Currently the fueling station fuels 50 large CNG buses, and eight CNG cutaways. Eleven of the large buses which are currently diesel have reached their useful life and will be replaced with CNG buses within two to three years. Six of the CNG cutaways are scheduled for replacement with unleaded fuel by the end of 2024, and the remaining two will be replaced with unleaded fuel in 2025..

See bus and cutaway information below:

Bus Model	Size	No.	Fuel	Status
Gillig	35'	3	Diesel	Scheduled for CNG bus replacement in next two years
Gillig	40'	8	Diesel	Scheduled for CNG bus replacement in next two years
Gillig	35'	26	CNG	
Gillig	40'	24	CNG	
Arboc	27'	8	CNG	Converting Cutaways to Unleaded
Arboc	28'	28	Unleaded	
Chevy	27'	7	Unleaded	
Ford Spirit of Freedom	27'	14	Unleaded	

The fast-fill CNG fueling station is used to fill heavy-duty transit buses and consists of three electric motor driven compressors and six fast-fill dispensers among other equipment. A standby diesel generator can power one compressor and related systems during a power outage. The CNG fueling station can be monitored remotely by the existing vendor.

The station fill rate for one bus is approximately three (3) to six (6) minutes, while for two buses, it is roughly eight (8) to 15 minutes. The filling process from each CNG dispenser operates independently of the other. Currently, each fast-fill CNG dispenser is equipped with two fill hose/nozzle assemblies capable of servicing both light and heavy-duty CNG vehicles.

## **2.0 GENERAL INFORMATION**

This Scope of Work (SOW) describes the contract maintenance service requirements for the Compressed Natural Gas (CNG) Fueling Station at the Corpus Christi Regional Transportation Authority located at 5658 Bear Lane, Corpus Christi, Texas 78405.

The Contractor shall supply all labor and any equipment or tools necessary to perform and deliver the services required under the contract.

The Contractor shall provide proactive, scheduled and emergency maintenance services for the entire CNG fueling station. This includes providing all labor, parts, materials, replacement equipment, inspections and testing. All planned and unplanned CNG fueling station and maintenance facility repair work shall be coordinated with the Facilities Building Manager, Tomas Jimenez.

The Contractor shall perform maintenance and inspection a minimum of once a week. The Contractor's service must be of such high quantity and quality so that all CNG vehicles will be fueled for operational rollout on any given morning during the contract.

The Contractor's personnel will be required to check-in and check-out with both the Facilities Building Manager and the Facilities Maintenance Supervisor, Tim Carmona, with a text message.

## **3.0 PROJECT DESCRIPTION**

The Contractor will provide all maintenance, monitoring and repair services for the CCRTA's CNG Fueling Station. The work shall include maintaining all maintenance records, performing maintenance and/or repair of all structural, mechanical, electrical, and programmable logic controls (PLC). It shall also include monitoring computer and associated software and utility services and obtaining and maintaining current license requirements for the CNG Fueling Station, dispensers, and associated piping and systems.

### 3.1 Background

**3.1.1** The CNG Fueling Station is operational twenty-four (24) hours per day, seven days per week, including holidays. Peak fueling time at the fueling station is 6:00 p.m. (CST) to 2:30 a.m. (CST) daily.

**3.1.2** The major installed equipment for each CNG Fuel Station is listed in **Table 1**.

### 3.2 Services

**3.2.1** The Contractor shall provide the manpower and professional expertise necessary to perform the maintenance and repairs to the CNG equipment along with the ability to obtain the necessary parts needed to complete emergency and routine repairs at the CCRTA's fueling station. The Contractor must keep an inventory of parts, on hand, for regular and routine items.

**3.2.2** The Contractor must provide all consumables, tools, parts, materials, and components required to perform all inspections, service and maintenance for the CNG Fueling Station Systems per Original Equipment Manufacturer (OEM) requirements and applicable standards, codes, and regulatory requirements.

**3.2.3** The Contractor must comply with CCRTA operations and safety requirements.

**3.2.4** The Contractor must subcontract with the Caterpillar generator manufacturer or authorized dealer to provide all generator recommended and required inspection, testing, maintenance and repairs.

### 3.3 Reference Documents

The Contractor shall be responsible for adhering to the following documents with latest revisions and shall comply therewith.

AGENCY	STANDARD NUMBER	REFERENCE DOCUMENT
ASME	Section VII, Division 1	Boiler Pressure Vessel Code
	B31.3	Refinery Piping
DOL	29 CFR 1910	OSHA Safety and Health Standards
	40 CFR 262	Standards Applicable to Generators of Hazardous Waste <b>Note:</b> The TCEQ has adopted the EPA Form: 8700- 22 for all industrial Class I (non-hazardous) waste.
ICC		International Code Council



<b>IFC</b>		International Fore Code
<b>IMC</b>		International Mechanical Code
<b>MDC</b>	<b>NPS-0044</b>	Standard Operating Procedure, Hazardous/Regulated Waste Management
<b>NFPA</b>	<b>30A</b>	Code for Motor Fuel Dispensing Facilities and Repair Garages
	<b>52</b>	Vehicular Gaseous Fuel Systems Code
	<b>54</b>	National Fuel Gas Code
	<b>70</b>	National Electrical Code
	<b>780</b>	Standard for the Installation of Lightning Protection Systems
<b>RRC</b>	<b>All Applicable Regulations</b>	Texas Railroad Commission

### 3.4 Abbreviations / Definitions

<b>ABBREVIATIONS</b>	<b>DEFINITIONS</b>
<b>AHJ</b>	Authority Having Jurisdiction
<b>ANSI</b>	American National Standards Institute
<b>ASME</b>	American Society of Mechanical Engineers
<b>ASTM</b>	American Society of Testing and Materials
<b>CNG</b>	Compressed Natural Gas
<b>COD</b>	City of Dallas
<b>CFR</b>	Code of Federal Regulations
<b>DOL</b>	Department of Labor
<b>EMERGENCY CALL</b>	Contractor is at site and working the repair within one (1) hour of receiving a request for service
<b>Maintenance Supervisor</b>	A CCRTA employee designated to monitor the work and initiate service requests.
<b>MDC</b>	Maintenance Document Control
<b>NB</b>	National Board of Boiler and Pressure Vessels Inspectors
<b>NEC</b>	National Electrical Code
<b>NFPA</b>	National Fire Protection Association
<b>NON-EMERGENCY CALL</b>	Contractor is at site and working the repair within twenty-four (24) hours of receiving a request from service.
<b>OEM</b>	Original Equipment Manufacturer
<b>OSHA</b>	Occupational Safety and Health Administration
<b>SCADA</b>	System Control and Data Acquisition
<b>TAC</b>	Texas Administration Code

## **4.0 WORK REQUIREMENT**

### **4.1 Technical Requirements**

**4.1.1** The Contractor shall provide all maintenance services including “On-Call” emergency and “Routine” repair and monitoring services, for the CCRTA’s CNG fueling station. The Contractor’s routine maintenance includes, but is not limited to, those inspection items required by the OEM.

**4.1.2** The Contractor is expected to be responsible for 1) Proactive Maintenance 2) Scheduled Maintenance on-site and remote; 3) Emergency Maintenance Repairs on-call services for emergencies during, before or after normal business hours.

- Proactive Maintenance – daily monitoring of CNG fueling station systems including critical flow, temperature, pressure, vibrations, leaks, and false alarms. Electronic monitoring is an acceptable alternative to an on-site inspection, subject to approval by the CCRTA’s Facilities Building Manager.
- Scheduled Maintenance – specific maintenance performed in conformance with the manufacturer’s recommendations and industry best practices. The Contractor shall develop a scheduled maintenance process per each manufacturer or vendor’s requirements and perform all maintenance on a timely basis.
- Emergency Maintenance/Repairs – unplanned service resulting from a system shutdown or failure causing the CNG fueling station to not be fully operational. The Contractor must provide the CCRTA with a report of the emergency covering the resources required to fix the problem, the length of time the CNG fueling station or compressor was shutdown, the cause, the steps taken to fix the problem, and the steps taken to prevent it from reoccurring. The Contractor must locally store and maintain an adequate supply of critical spare parts, based on the manufacturer’s recommendations for use in an emergency. A copy of the spare parts list must be provided to CCRTA for review and approval upon the issuance of a contract.

**4.1.3** The Contractor must provide all labor, tools, parts, materials, components, test equipment and consumables as required to perform all inspections, services, repairs, and maintenance for which they are responsible.

**4.1.4** The Contractor must provide maintenance in accordance with the OEM requirements, best industry practices and all applicable codes and standards for the equipment that constitutes the CNG fuel station. This includes, but not limited to dispensers, compressors, dryers, buffer storage,

electrical switchgear and starters, PLC controls, monitoring computer and associated software, stand-by generators, dispensers, piping, regulators, control and isolation valves, etc. While the major items are generally listed in Table1, the Contractor is responsible for the maintenance and repair of all components comprising the CNG Fueling Station.

**4.1.5** The Contractor must perform maintenance and inspection services at a minimum of once a week. The Contractor's service must be of such high quantity and quality so that all CNG vehicles will be fueled for operational rollout on any given morning during the contract. The Contractor shall have the capability to remotely monitor the compressor system variables, such as flow temperature and pressure with a laptop computer and remote alarm 24/7, 365 days a year.

**4.1.6** The Contractor is responsible for recruiting and maintaining staff of high quality, committed, dependable maintenance service personnel for performing the on-site work at the CCRTA's facility. These service personnel shall be factory trained and certified by the equipment manufacturers to work on CNG equipment and to be OSHA certified. The Contractor is to provide the names and qualifications of key personnel and any subcontractors assigned to the project in addition to the primary contact person. Include a project organizational chart that clearly delineates communication/reporting relationships among the project staff, including sub-contractors.

**4.1.7** Each person shall meet the personal, technical, and experience requirements to perform CNG fueling station maintenance work. The Contractor must provide an OEM certified compressor technician.

**4.1.8** The Contractor is responsible for furnishing its personnel with vehicles, safety equipment, computers, hand tools, cell phones, general test equipment, as well as detectors and other equipment required to service a CNG fueling station. The Contractor's service personnel must wear all protection equipment necessary for the job.

**4.1.9** The Contractor is responsible for the disposal of all unclassified liquid and solid waste from the CNG fueling station operation and maintenance work.

**4.1.10** The CNG fueling station monitoring and alarm system must be operational at all times. Bypassing alarms and shutting down systems will not be allowed without specific approval from the CCRTA. The monitoring and alarm system shall be tested monthly, preferably during the morning when fuel demand is minimal. The ESD system shall be tested monthly and reset. The Contractor's monitoring system shall be capable of proactively troubleshooting and diagnosing CNG fueling station failures remotely, and dispatching technician support as needed.

**4.1.11** The fueling panels, hoses, nozzles, and related fueling components shall be free from defects or wear, in good working order and free of detectable leaks. All valves, fittings, connections and joints in piping shall be leaked tested with a gas detector every three months. All leaks shall be immediately repaired.

**4.1.12** Each Compressor and related controls, hardware, and associated CNG system equipment shall be free from defects or wear, in good working order and free of detectable leaks. Waste oil and other disposable liquids shall be stored in the proper containers and removed and emptied once per month in a safe and legal manner.

**4.1.13** The Contractor shall review the requirements contained herein as well as OEM requirements and include any additional work necessary to meet all the requirements including the manufacturer specified maintenance.

**4.1.14** The Contractor must submit a written proposal/quote for labor, parts, supplies (should include all consumables, replacement and spare parts excluding routine service parts and consumables) for work required.

**4.1.15** All labor and materials are to be warranted for **one year** from date of installation.

**4.1.16** The Contractor shall be responsible to keep all operating permits current and to comply with terms of all applicable permits. The Contractor shall at their expense provide any documentation or testing required and pay any fees for these permits. The Contractor shall provide clear copies of all permit renewals to CCRTA within ten (10) business days after they have been received from the permitting agency. If any permits or licenses are required to be posted on-site, the Contractor will notify and coordinate with the Facilities Building Manager or Facilities Maintenance Supervisor, to ensure they are properly posted in a timely manner.

**4.1.17** All maintenance and repair services, recommended modifications or completed repairs are subject to review by the Facilities Building Manager and Facilities Maintenance Supervisor.

**4.1.17.1** The Contractor shall report all safety emergency related problems that pose an immediate danger to personnel or property to CCRTA.

**4.1.17.2** The Contractor shall report all equipment maintenance or malfunctioning issues of a non-safety nature to the CCRTA if a reduction in station capacity is anticipated.

**4.1.18** All work that may potentially disrupt or delay normal fueling operations must be coordinated and scheduled with CCRTA in advance.

Coordination will include providing the CCRTA a clear definition of the purposed work and the Contractor receiving approval from the Facilities Maintenance Building Manager to proceed.

**4.1.19** Site work coordination may require the Contractor to schedule work during off-hours or on weekends.

**4.1.20** The Contractor shall check in with the Facilities Building Manager and Facilities Maintenance Supervisor with a text message, when they first arrive, on-site and shall check out with both, when leaving the site. Also, a report of the services provided shall be emailed to both, when the contractor leaves the property. The Facilities Maintenance Supervisor will provide access, escort, or any other required control, initially.

**4.1.21** While performing work per this Contract, the Contractor shall be responsible for the security of the station equipment compound area(s) including but not limited to all equipment, materials, tools, and vehicles.

**4.1.22** Contractor shall have the capability to remotely monitor the compressor system variables, such as flow, temperature and pressure with a laptop computer and remote alarm 24/7, 363 days a year.

**4.1.23** The Contractor shall supply a formally trained technician to be available 24 hours per day, seven days per week, 363 days per year to respond within two hours after notification of any system problems that reduce capacity for bus fueling, creates a safety hazard, no fuel, any leakage of gas. The technician called in is required to remain on the job at least 90 minutes after the fault clearance in case of a reoccurrence.

**4.1.24** The Contractor shall respond to all other non-emergency calls and be onsite within twenty-four (24) hours of receiving the initial call.

**4.1.25** The Contractor shall supply Software Technician/Programmer with full knowledge of each of the CNG Facilities functions to be available 24/7, 365 days a year to respond within two (2) hours after notification of a system programming fault problem causing the reduced capacity or no fuel for bus fueling.

**4.1.26** Scheduled Facility down time shall be limited to no more than one (1) hour per occasion, but the total down time shall be defined as the inability to meet the specified performance requirements.

**4.1.27** The CNG Fueling Station was designed with attention to redundancy and equipment sizing such that full fleet fueling performance can be maintained under virtually all operational conditions even with some key equipment out of service. The Contractor shall do everything within their control to ensure that the CNG Fueling Station is capable of delivering fuel flow to meet the fueling performance specified for the station during the

peak fueling period.

**4.1.28** If the Contractor determines for any reason that fueling performance cannot be maintained during a peak fueling period, the Contractor will immediately notify the Facilities Maintenance Supervisor and such notification shall include a description of the problem, the corrective action, and an assessment of the impact to fueling capacity.

**4.1.29** The Contractor shall maintain a clean and organized working environment and shall dispose of all waste material off-site. Disposal shall be in an environmentally responsible and legal manner according to all CCRTA, Local, State and Federal Regulations. Documents of proper disposal must be provided to CCRTA. This material will include but not limited to oil, used filters, desiccant, dryer and filter condensate.

**4.1.30** Unless directed otherwise by the CCRTA's Facilities Maintenance Supervisor, the Contractor shall be responsible for the removal and disposal of debris. The CCRTA may allow the use of onsite dumpsters for disposal.

**4.1.31** The Contractor shall be required to maintain the dispensed CNG as follows:

**4.1.31.1** CNG to the compressor and the dispensers shall not contain more than 0.5 pounds of oil per million standard cubic feet (mm SCF) of gas, and less than 1.0 pounds of water per mm.

**4.1.32** The Contractor shall be required to purchase any necessary upgrades or pay annual license fees to keep all copies of software current.

**4.1.33** The Contractor shall coordinate with the CCRTA's Facilities Building Manager and the Facilities Maintenance Supervisor to provide additional equipment or preventative maintenance training. Preventative Maintenance Training shall be completed on an annual basis with updates to reflect lessons learned during the contract year while operating and maintaining the CNG Fueling Station. The Contractor shall maintain copies of sign-in sheets and provide original signed sheets to the CCRTA for each training class completed.

**4.1.33.1** **The Contractor shall conduct a condition and safety assessment of the CNG Fuel Stations systems and equipment annually and provide that report to the Managing Director of Capital Projects and Customer Services by May 1<sup>st</sup> of every year.**

**4.1.33.2** The Contractor shall submit draft and final assessment results to the CCRTA for review, revision and approval prior to the final submittal.

## **5.0 DELIVERABLES**

### **5.1 Contractor Deliverables**

**5.1.1** After the Notice to Proceed (NTP) has been issued, the Contractor shall submit to the CCRTA a detailed list of all licenses, permits, and certifications required by the City of Corpus Christi, the Texas Railroad Commission, and other regulating agencies for this Scope of Work.

**5.1.2** After the Notice to Proceed has been issued, the Contractor shall submit and maintain a current detailed list of personnel that will be assigned to the contract. The list shall include at a minimum, the primary and secondary phone numbers for each person, an organizational hierarchy for the Contractor with phone numbers, e-mail addresses and physical addresses, as well as the company President's name and phone number as a "last resort" contact. Phone numbers are to be annotated to indicate whether the phone is text capable. The Contractor shall provide contact numbers that the CNG Fueling Station's auto-dialer modem may setup to allow calls out to report any station outages. This system will be setup to notify the CCRTA and the Contractors designated personnel of any faults.

**5.1.3** The Contractor shall provide personnel that can perform routine and emergency maintenance twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-two (362) days per year.

**5.1.4** The Contractor shall provide to the CCRTA certifications that all employees working around the CNG equipment are fully trained in emergency procedures, that site overview has been completed and all personnel are aware of the locations of emergency shutdown buttons, fire pulls and other gas and power isolation points for each fueling facility.

#### **5.1.5 Documentation**

##### **5.1.5.1 General**

The Contractor shall maintain documentation of reports from emergency responses, inspections, tests, calibrations, maintenance, repairs, and call outs. All parts consumed shall be submitted monthly and an annual summary of all activities must be submitted electronically and in hard copy. Upon request, the Contractor shall make such documents available to the CCRTA. All monthly reports shall be submitted to the CCRTA on or before the fourth (4<sup>th</sup>) day of each month.

**5.1.5.1.1** All annual reports shall be submitted within thirty (30) days after the end of each twelve (12) month period during the contract except for the condition assessment report which will be due by May 1<sup>st</sup> of every year.

**5.1.5.1.2** The Contractor shall provide all information on response and repair times and equipment availability. Missing information may result in a delay of payment.

**5.1.5.1.3 The Contractor in the performance of work, and prior to leaving the site, shall complete and distribute draft reports and other required documentation to the CCRTA.**

#### **5.1.5.2 Specific**

**5.1.5.2.1** The Contractor shall submit copies of work orders to the Facilities Maintenance Supervisor to allow all work activity including repairs, routine maintenance, inspections, tests, calibrations, parts used, etc. to be documented and monitored.

**5.1.5.2.2** The Contractor furnished work orders shall include the employee's name, date of service, location, equipment identification, work performed, and materials used. The work orders shall be completed to reflect actual work status after each maintenance activity and before leaving the CCRTA's property.

**5.1.5.2.3** The Contractor shall perform Preventive Maintenance (PM) to ensure that the CNG fueling facility equipment meets the designed operating criteria for vehicle fueling.

PM Services shall include, but are not limited to:

- Calibration
- Diagnostics
- Testing
- Adjustments
- Cleaning and lubrication
- Changing consumables such as filters

**5.1.5.2.4** The Contractor shall maintain the inventory of spare parts. The cost for developing, replenishing and maintaining the parts on this list shall be included in the estimated cost per GGE. The Contractor shall have



available written operating procedures for the equipment. These procedures shall be based on the manufacturer's recommendations, at a minimum.

**5.1.5.2.5** The Contractor shall maintain the secured storage area for the required spare parts and special tools within areas designated by the CCRTA's Staff. Within 90 days after the NTP, submit an updated Spare Parts List for Authority approval (should one be needed). Minimum stocking levels of all required parts shall be established on this list. At the end of the contract term, the Contractor shall turnover a full complement of spare parts as defined in the Final Spare Parts List. Below please find the **Preliminary** Spare Parts List.

**Preliminary Spare Parts List:**

1. Transit fueling hose, and nozzles
2. In-line breakaway and adapter fittings
3. Vital Control boards
4. Four (4) Complete set of compressor Valves, rings, and an overhauls gasket set
5. Complete set of valve plates and valve springs
6. Complete set of compressor bearings
7. Crankshaft
8. Connecting rods
9. Oil pump
10. Set of crossheads
11. Set of piston rod assemblies
12. Seal carrier assembly c/w seals
13. Spare safety relief valves
14. Complete set of filters
15. Spare Valves, packing,
16. Spare solenoid valves

**Operator Interface:**

1. PLC components
2. Critical transducers, thermocouples, gages, fuses
3. OEM engine oil
4. Lubricating oil (Because of various Bus Engine Manufacturers Warranties) Compressors oil type used should be verified with the Authority before oil purchase
5. Special tools

6. Angi 500 hp motor
7. Spare Control Air Compressor Motor

**5.1.5.2.6** The Contractor shall provide the CCRTA with Material Safety Data Sheets (MSDSs) for all products and chemicals to be used by the Contractor onsite, incorporated into the work and used during the operation and maintenance of the fueling facility.

**5.1.5.2.7** Other submittals include the following supplemental documentation:

1. Detailed Preventive Maintenance Procedures Plan
2. New updated Spare Parts List for review (Should one be needed)
3. Emergency First Responder Procedures
4. Daily Signed Detailed Work Sheet

## **5.2 CCRTA Deliverables**

**5.2.1** The CCRTA will not furnish any extended equipment storage, labor, tools, and/or materials to the Contractor. Any special requirements for storage or access for specific short-term repairs or maintenance related activities shall be coordinated with the CCRTA Facilities Building Manager.

**5.2.1.1** Post contract award, the CCRTA shall provide the Contractor with diagrams and plans showing sizes of the designated equipment and associated systems.

**5.2.1.2** Post contract award, the CCRTA shall provide a Point of Contact (POC) list and contact information and a hierarchy of organizational contacts for emergency purposes.

**5.2.1.3** The CCRTA shall furnish all gas, electrical power and communications to each CNG Fueling Site required to allow monitoring and normal operations for inspections and testing.

**5.2.1.4** The CCRTA shall provide available operation and maintenance manuals, which includes troubleshooting information for the various installed equipment.

## **6.0 SUPPORTING INFORMATION**

### **6.1 Security**

**6.1.1** Reasonable security shall be required of the Contractor in order to protect CCRTA assets from and damage and theft.

**6.1.2** Upon arrival at the CNG Fueling Station, the Contractor shall report to the Facilities Building Manager and Facilities Maintenance Supervisor by text. In addition to the text message, when the individual shows up after 4:30 p.m. (CST) they should check in with the Fleet Maintenance Supervisor at the fuel island.

**6.1.3** Upon departing the facility, the Contractor shall again report to the Facilities Building Manager and Facilities Maintenance Supervisor. In addition to the text message, when the individual departs after 4:30 p.m. they should check out with the Fleet Maintenance Supervisor at the Fuel Island.

## **6.2 Qualifications of Key Personnel**

**6.2.1** The Contractor personnel performing services at the CCRTA CNG Fueling Station shall have a minimum five (5) years' experience in similar CNG fueling stations

**6.2.2** The Contractor shall comply with all applicable city ordinances, and state and federal laws, codes and/or regulations.

**6.2.3** The Contractor shall maintain a logbook of all routine, preventative, and unscheduled maintenance and repairs performed on the station, including pertinent measurements, reading and observations in a binder at the CNG fueling station.

**6.2.4** The Contractor's personnel shall have all licenses and certifications required by the Texas Railroad Commission or other jurisdictions having authority and such licenses and certifications will be kept current at the Contractor's expense.

**6.2.5** All operation and maintenance activities performed by the Contractor will be done in accordance to manufacturers and vendor's manuals and instructions, and in accordance with the best industry standards. Any activity involved with the venting of gas or welding in the general vicinity of the CNG fueling station shall be approved by the Facilities Building Manager or designee. The Contractor shall review all work proactive, scheduled, and emergency maintenance being performed with the Facilities Building Manager or designee prior to commencement.

**6.2.6** All materials associated with this service contract for maintenance of the CNG fueling station shall be provided by the Contractor unless specified otherwise, and shall be new, unused and of first or Original Equipment Manufacturer (OEM) quality. Workmanship shall be at least equivalent to acceptable standards practiced within the natural gas industry for similar CNG fueling stations.

**6.2.7** The Contractor is required to provide qualified service personnel. All

service personnel shall be OSHA certified, factory trained and certified by the equipment manufacturers to work on CNG equipment. The Contractor shall provide names and qualifications of personnel and all subcontractors assigned to CCRTA. The Contractor shall include an organizational chart that clearly delineates all staff assigned to CCRTA.

**6.2.8** The Contractor is responsible for furnishing its personnel with photo vehicles, safety equipment, computers, hand tools, cell phones, general test equipment, gas detectors and other equipment required to service a CNG fueling station. Contractor service personnel shall wear all protection equipment necessary for the job such as but not limited to photo I.D. badge, hard hat, goggles, hearing protection, and yellow/orange reflective safety vest, jacket or shirt while doing maintenance in the CNG fueling station. The Contractor shall provide all standard and specialty tools to efficiently maintain and service the equipment.

**6.2.9** The Contractor shall keep the compressor(s) and related controls free from excessive wear, in good working order, and free of detectable leaks. The fueling panels, hoses, nozzles, and related fueling components shall be free from excessive wear, in good working order, and free of detectable leaks. All leaks shall be immediately repaired.

**6.2.10** The Contractor shall provide a monthly report to CCRTA for the CNG fueling station.

**6.2.11** The Contractor shall obtain and pay for all permits and licenses necessitated by this maintenance contract.

**6.2.12** The only costs associated with maintenance and operation of the CNG fueling station that are not the responsibility of the Contractor are those related to damage, neglect or misuse not caused or controlled by the Contractor, such as a dispenser drive away by a CCRTA employee or vandalism.

**6.2.13** The Contractor shall submit to CCRTA monthly reports of all scheduled and unscheduled maintenance and repairs performed. The Contractor shall submit maintenance records through the term of the contract and shall include reports of any failures, accidents, and other significant events. The Contractor shall maintain all records and reports electronically during the entire operation and maintenance contract period.

**TABLE 1**  
**MAJOR INSTALLED CNG EQUIPMENT**

Item Name	Quantity	Manufacturer	Model Number	Size
Gas Compressor	3	Ariel	JGA/4	500 BHP
Motor		ANGI Energy Systems	NG600E	
Priority Panel	1	ANGI Energy Systems		
Gas Dryer	1	PSB	NG-SR-42-8-200-DDP	
Dispenser	6	ANGI Energy Systems	Series II	
Nozzle	6	OPW	CT5000	
Diesel Generator	1	Caterpillar	C32-1000kw	
Air Compressor				







# SPECIAL INSTRUCTIONS

## 1.0 GENERAL

### 1.1 Introduction

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the “CCRTA”, is seeking proposals from interested and qualified firms with experience in providing Compressed Natural Gas (CNG) Fueling Station Maintenance Services.

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 and Related Experience,
- Technical Approach and Methodology,
- Client References,
- Implementation Plan,
- Price Schedule (Attachment A), and
- Certification Forms (Attachment B through F).

Proposals must be submitted in the following format: letter sized, 8.5” x 11” pages, in 12-point font, and double spaced. Proposals must not exceed 25 pages, excluding the cover letter and tab dividers. It is recommended that proposers keep their narratives and presentations concise and refrain from including overly elaborate or promotional materials. Information should be presented in the specified order.

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

A cover letter shall include a description of the firm, size and years in business as well as summarize key points in the proposal, include appropriate introductory and contact information with the name, title and telephone number of the firm’s principal liaison, and bear the signature of a person duly authorized to legally commit the firm.



### **1.2.2 Qualifications and Related Experience**

The proposal responses shall be organized in identifiable sections as outlined below so that all requested information can be readily found.

This section of the proposal should demonstrate the ability of the Contractor to satisfactorily perform the required work through its demonstrated competence and experience in the services to be provided, the nature and relevance of similar work currently being performed or recently completed, competitive advantages over other firms in the same industry, strength and financial stability, and supportive client references.

The Proposer's proposed management team must each have a minimum of five (5) years' recent experience in the relevant field.

Provide a brief narrative description of your firm's background and experience in providing CNG Fueling Station Maintenance Services as described in the Scope of Work section of this RFP and as required by the contract. Explain why your firm is the best qualified to provide the services.

Proposers shall include two organizational charts: the first chart illustrating the firm's staffing structure, including duties/titles, and the second chart illustrating the names, reporting structure, brief job description, and number of years with Proposer's firm for each of the proposed project teams.

Include any certifications and affiliations, any competitive advantages over other firms in the same industry, and strength and financial stability of the firm.

### **1.2.3 Technical Approach and Methodology**

Describe your firm's approach, capacity, and management philosophy towards providing the Scope of Work described in this RFP.

This section should establish the Contractor's understanding of the CCRTA's objectives, ability to meet the objectives, and provide a concise plan for how this will be accomplished. The proposal should also give particular attention to how the Contractor will approach becoming familiar enough with the infrastructure and core systems to function effectively.

The descriptions should demonstrate your firm's and your team's experience relevant to the scope, costs, conditions, and delivery

method of the work or projects listed in this RFP.

#### **1.2.4 Client References**

Provide a client reference list of at least five (5) CNG Fueling Station Maintenance clients for which the Proposer provides or previously provided similar services as requested by the CCRTA. The client references shall be current (where the Proposer is currently providing services) or recent (within the past three (3) calendar years). Include the name of the agency contact person, telephone numbers, and a valid email address. Indicate if any of the clients are in the transit industry and located in Texas.

#### **1.2.5 Implementation Plan**

The Proposer shall include a detailed Implementation Plan.

This plan shall address, at a minimum:

- The activities and procedures that will be followed to ensure the smooth start-up of the project.
- The training schedules, start-up plan, and acquisition of necessary personnel, equipment, licenses, and any other activities required to begin work on the Scope of Work.
- The proposed number of staff to be dedicated to the CCRTA, including any backup staff. Include the name, title, and years of experience of the proposed Project Manager and Site Supervisor, and staff to be assigned to this contract.
- Proposed tasks and deliverables for the required services.
- Proposed inspection checklist for weekly, monthly, every 2,000 hours of operation, or every six (6) months, or whichever comes first and every 4,000 hours of operation, or annually.

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

#### **1.2.7 Price Schedule (Attachment A)**

Price Schedule (Attachment A) **(submitted in a separately sealed envelope).**

## 2.0 PROPOSAL EVALUATION

The CCRTA will review all proposals for completeness. 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 evaluation committee will privately evaluate all responsive proposals based upon the evaluation criteria 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.

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
1	Cost
2	Qualifications and Related Experience
3	Technical Approach and Methodology
4	Client References
5	Implementation
<b>Total</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.

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 3.1, 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.

### **2.5 Release of Information**

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

## **STANDARD SERVICE TERMS AND CONDITIONS**

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

The 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 Purchase Order 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.

#### **2.1 Prompt Payment**

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

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

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

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, 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.

The Contractor shall 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 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 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 \$500,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

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

6.1. The following definitions shall apply:

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

Duration of the project – includes the time from the beginning of the work on the project until 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 the 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.
  - 6.9.8. 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.10. The 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.

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. The 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 the 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 the Contractor, and the 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.

The 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 the 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 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.

18. LIQUIDATED DAMAGES

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

CONTRACTOR.

# 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
- Proposer Information Form (Attachment F).

**Reminder:**

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

# PRICE SCHEDULE (ATTACHMENT A)

FOR

IFB NO. 2024-S-10

## CNG FUELING STATION MAINTENANCE SERVICES

Can be downloaded from the CCRTA's website at:

[www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/)

### Instructions:

- Only enter the following in the Price Schedule (Attachment A):
  - Firm Name
  - Five (5) Year Base Bid
    - Cost Per Gallon, With **Two (2) Hour** Response and Spare Parts
  - Five (5) Year Base - Alternate Bid No. 1
    - Cost Per Gallon, With **One (1) Hour** Response and Spare Parts
  - Signature, Printed Name, Title and Date
- All other fields are locked.
- The Total Cost fields will automatically populate with the totals.

**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:

---

---

---

## ATTACHMENT F

### PROPOSER INFORMATION SHEET

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

**ATTACHMENT G**

**REQUEST FOR INFORMATION**

(Please submit one form for each Request for Information)

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

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

PROJECT: RFP No. 2024-S-10

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*

**FOR CCRTA USE**

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

Response:

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