



REQUEST FOR PROPOSALS
RFP# CVB2021-03

**Shuttle and Transportation
Services**

**South Padre Island -
Valley International
Airport Harlingen**

Sealed Proposals will be accepted and must be received before:

July 8, 2021

10:00 am Central Standard Time

City of South Padre Island
Attn: City Secretary's Office
4601 Padre Boulevard
South Padre Island, Texas 78597
Refer Written Inquiries To:

Ed Caum

City of South Padre Island Convention & Visitors Bureau

Email: Ed@sopadre.com

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I. GENERAL INFORMATION

A. Purpose of Request

Through this Request for Proposal (“RFP”), the South Padre Island Convention and Visitors Bureau (SPI CVB) is seeking competitive proposals from qualified firms and individuals to enter into an agreement to provide labor, personnel, equipment, and furnishings to operate and manage an on-demand shared ride common carrier shuttle service (“Service”) between the Valley International Airport (HRL) and South Padre Island, Texas.

1. OVERVIEW

The SPI CVB intends to award a two (2) year, fixed-price contract for on-demand, shared ride services to two or more qualified operators (OPERATORS) that can meet the requirements stipulated herein. The intent is to provide sustainable share-ride services to the best extent possible. SPI CVB will subsidize OPERATORS through a Per-Trip Subsidy for qualifying passenger revenue trips on a monthly bases as defined.

2. ANTICIPATED SCHEDULE

<u>Proposal Phase</u>	<u>Date</u>
Issuance of RFP	6/10/2021
Deadline for Submitting Written Questions	6/24/2021
Proposal Deadline	7/8/2021
Proposal Review to be completed	7/16/2021

II. DEFINITIONS

3. DEFINITIONS

Qualifying Passenger Revenue Trip – A revenue passenger trip between either Valley International Airport and the City of South Padre Island or the City of South Padre Island and Valley International Airport.

Per-trip Subsidy – A Per-trip Subsidy of \$10.00 (Incentive is capped at 100,000 passengers annually) will be paid on monthly to OPERATORS based on the number of qualifying passenger revenue trips made during the previous month.

4. REVENUE PER TRIP

A. The OPERATOR shall bill SPI CVB based on the total qualifying passenger revenue trips between Valley International Airport and the City of South Padre Island multiplied by the current Per-Trip Subsidy on a monthly basis.

B. The OPERATOR shall keep a list of all pick-up and drop off information, including locations, for each run on any given day. This manifest list shall accompany the monthly all monthly bills to SPI CVB and use in calculating monthly subsidies

5. AVAILABILITY OF VEHICLES AND OPERATORS

A. REVENUE VEHICLES

1. At a minimum, the OPERATOR shall have available, for Shared Ride service operations, 2 lift equipped vehicles.
2. The OPERATOR shall properly maintain and insure all vehicles during the contract period.
3. SPI CVB shall determine and schedule the hours of operation to be performed by the OPERATOR. The OPERATOR shall ensure that each operator has sufficient time to pre-trip each vehicle and travel to the first pick-up address on the manifest on time. The first pick-up address can be located at the Valley International SPI CVB or anywhere within the Town of South Padre Island.
4. The SPI CVB will take input from the OPERATOR on peak travel times based on flights going in and out of VIA. The goal of this service is to shuttle passengers at peak times so as to alleviate lengthy wait times at the airport.

6. OPERATIONS AND SCHEDULING

A. Trips

1. Demand trips may be reserved two-hours in advance up to 60 days in advance by dedicated website owned and operated by the OPERATOR, a phone call to the operator or in person at a pickup/drop off point.
2. The SPI CVB reserves the right to reserve the use of the buses to meet the needs of groups and meetings to the island at no additional cost other than the per trip subsidy.
3. The SPI CVB reserves the right to request a record of reservations made through the Operator's website booking system.

B. Scheduled Ready Time/Rider Pick-Up Window and Operator Responsibilities

1. The Scheduled Ready Time Window is five minutes on either side of the scheduled pick-up time. The operator can pick-up riders up to five minutes before the scheduled pick-up time as indicated on the manifest, but cannot require the rider to board the vehicle before the scheduled pick-up time. Arrival of the vehicle more than five minutes after the scheduled pick-up time will constitute a late arrival.
2. Once at the pick-up location, the operator will wait a maximum of 10 minutes past the scheduled pick-up time. If the passenger fails to appear during these ten minutes, the customer is considered a no show and no trip will be logged.
3. After a no-show, the operator must call dispatch and report the no show. The operator will note the following on the trip manifest:
 - Passenger Name.
 - Origin and destination.
 - Time that no show occurred.
 - Specific notation if the pick-up was made outside of ready-time window.

C. Hours and days of operation

On Call Services service is available seven (7) days per week. Specific hours of Service follow:

1. The following Shared Ride Services hours will be available to the public:
 - (a) Monday thru Saturday ? am. to ? pm.
 - (b) Designated Holidays ? am. to ? pm.
 - (c) Sundays ? am. to ? pm.

7. VEHICLE GRAPHICS

SPI CVB will coordinate with the OPERATOR to install any custom vehicle graphics required for shuttle vans.

1. The SPI CVB will actively sell the marketing space on the sides and the back of the private

fleet as part of the incentive program.

2. OPERATORS may use the front of the vehicle and the driver and passenger side doors to advertise their Shuttle Service. Additionally, OPERATORS can list their info above the rear cargo door, so their contact information can be viewed while in traffic.

8. CLEANLINESS OF VEHICLES

A. The OPERATOR shall maintain a clean vehicle condition throughout, both interior and exterior, at all times.

B. OPERATOR shall inspect the cleanliness of each vehicle prior to the commencement of each day of service and shall take all action necessary in order to cause such vehicle to be free from dirt, trash and debris prior to the commencement of each such day.

C. The exterior of each vehicle shall be kept clean from road dust, mud and grime and shall be washed at least twice during each week of service on non-consecutive days and within one day after each rainfall or any other condition affecting vehicle exterior cleanliness.

D. The interior of each vehicle shall be swept by the OPERATOR prior to commencement of each service day and the OPERATOR shall cause each vehicle's windows to be washed and floors cleaned not less than once each day that such vehicle is operated in connection with Services.

E. The interior of each vehicle shall be maintained free from roaches and other vermin at all times that such vehicle is utilized in services.

F. The OPERATOR is expressly prohibited from using any vermin control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and operator of such vehicle.

G. The interior passenger compartment of each vehicle shall be maintained free of noxious odors from cleaning products; vermin control products, and exhaust fumes emitted by the engine of such vehicle.

H. OPERATOR shall require OPERATOR's Q/A department to regularly inspect and report on condition of vehicles for cleanliness and compliance.

I. SPI CVB reserves the right to inspect busses at any of the pick-up and drop-off sites anytime during operational hours.

J. Any vehicle found by SPI CVB not to be in compliance with these cleaning provisions will be removed from service without limiting OPERATOR's service obligations.

9. VEHICLE FUEL

OPERATOR will be responsible for filling and maintaining a sufficient level of fuel in each vehicle. All fuel and maintenance costs are solely the responsibility of the OPERATOR.

10. VEHICLE RECORDS

The OPERATOR shall be responsible for keeping a current, updated vehicle file, by vehicle number, documenting all vehicle maintenance to include P.M. scheduled inspections, parts usage, unscheduled maintenance, fuel and oil usage, and labor expended on each vehicle. The OPERATOR is responsible for keeping the vehicle file current throughout the term of the contract and shall remit complete copies of all vehicle files to SPI CVB upon request. The vehicle P.M. Inspection Form as approved by SPI CVB shall be used when performing actual P.M. inspections.

The OPERATOR shall be responsible for ensuring that all vehicles display a valid Texas Department of Public Safety inspection sticker, at all times. An inspection sticker in poor condition must be replaced. During the term of the contract, any re-inspection requirements and costs associated with those inspections will be the responsibility of the OPERATOR.

11. TIRES

- A. The OPERATOR shall be responsible for all tire maintenance and replacement tires. Replacement tires are to be OEM quality grade or better.
- B. OPERATOR will keep in stock a sufficient number of spare tires, mounted and ready for immediate use, to avoid rendering a vehicle out of service.

12. QUALITY ASSURANCE

SPI CVB shall have immediate and unrestricted access to all vehicle maintenance records, during planned or unannounced visits or inspections to OPERATOR's facility for the duration of the contract.

- A. The OPERATOR shall designate a manager for the administration of Quality Assurance Program.
 - B. The manager's primary duties shall include at a minimum:
 - a. Vehicle analysis;
 - b. Operator defect reports;
 - c. Vehicle audit;

- d. Preventive maintenance quality inspections;
- e. Frequency of preventative maintenance; and
- f. Maintenance procedures for repairs and PMIs.

C. All information shall be compiled using OPERATOR's software. The OPERATOR will provide SPI CVB with an authorized copy of the software with instructions and have the means of transferring information electronically to SPI CVB.

D. An updated version of the OPERATOR's Quality Assurance Program for vehicle care and maintenance that was submitted as a part of the proposal in response to the RFP shall be submitted to SPI CVB for review and approval 30-days prior to the start of service. The program shall include the review of the Preventive Maintenance Inspection and repair cycle. The OPERATOR shall update the program as required for changes in vehicle age, type, road call failure analysis trends, and resubmit those changes for SPI CVB review and approval.

E. All programs shall at a minimum be reviewed by SPI CVB annually following SPI CVB's approval of programs at the start of service operation.

13. VEHICLE MAINTENANCE

(a) At all times, the OPERATOR shall cause all components of each vehicle, including its body, frame, furnishings, mechanical, electrical, wheelchair lift (if so equipped), air conditioning, hydraulic, ancillary equipment, or other operating systems or components to be maintained in proper working condition free from damage and malfunction. In no event shall SPI CVB be required to repair, replace, or maintain any vehicle. The OPERATOR at its sole cost and expense shall maintain and provide fuel, lubricants, filters, fluids, parts and supplies required for routine and unscheduled service/maintenance and operation of all vehicles. The use of OEM parts is encouraged.

(b) Vehicle repair shall be in accordance with OEM instructions.

(c) The OPERATOR shall notify SPI CVB if an accident causes a revenue vehicle to be removed from service for a substantial amount of time for major body and structural repairs. SPI CVB shall be notified prior to release of that vehicle back to revenue service to allow SPI CVB the right to review the repairs that were rendered. Minor body damage will not prevent a vehicle from being used for revenue service. The OPERATOR shall have a program to address minor body items as soon as possible or within that service year. Major body damage (anything over \$500) and safety items will cause a vehicle from being used for revenue service. The program will be documented, and the process outlined traceable in order to determine if these items are being addressed. Items such as scratches, minor dents, etc. that have accumulated making that particular vehicle unsightly shall be identified and repaired on an annual basis to maintain an appearance of "like new" excepting reasonable wear. The OPERATOR's program shall provide for an assessment of the fleet that will provide a complete review and schedule for repair of minor items within each service year.

(d) If a revenue vehicle is involved in an accident that warrants an outside firm to conduct an independent investigation into the cause (s) of the accident or incident, the vehicle shall be impounded and SPI CVB shall be immediately notified of the situation. A documented report shall be immediately issued to the SPI CVB that will include the operator's statement, police reports, the immediate supervisors report, and any other pertinent information. All maintenance records pertaining to the vehicle will also be impounded during the course of the investigation. Before any dismantling of any components of the vehicle involved in the investigation by any independent investigators, the SPI CVB shall be notified as to when this is to occur to provide SPI CVB the opportunity to be present during the investigation.

(e) Vehicle Mileage Reports

The OPERATOR shall compile and maintain records of all vehicle mileage data for services rendered and operated pursuant to this contract, and shall submit a written report of such vehicle mileage in accordance with any specific request, interval, policy or procedure which the SPI CVB may adopt from time to time. The report format is subject to SPI CVB's approval.

14. VEHICLE OPERATING STANDARDS

All vehicles shall, at all times and at a minimum:

- A. Have a rear-view mirror and side-view mirrors mounted on both sides of the vehicle;
- B. Have a functioning interior light within the rider(s) compartment;
- C. Have functioning mechanisms which ensure that all access doors are capable of being opened from the inside and remain closed and secure during travel;
- D. Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile;
- E. Be equipped with operational heating and air conditioning systems;
- F. Have exterior free of grime, oil or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle;
- G. Be equipped with hubcaps or wheel covers;
- H. Have all body molding in place, or if removed, holes must be filled and painted;
- I. Have passenger compartment that shall be clean of dirt and free from torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges and vermin or insects;
- J. Have unobstructed vision on all sides;
- K. Be equipped with an operable two-way mobile radio or any other two-way communication system,

which affords contact with the vehicle during all hours of operation.

- L. Meet all safety and mechanical standards established by the County codes, Texas States statutes and Federal regulations, if any;
- M. Have windows and door handles which can be opened and closed in accordance with manufacturer standards;
- N. Not have leaks of any kind;
- O. Be equipped with a functioning horn;
- P. Have operable seat belts on all seats;
- Q. Have fully charged, certified and non-expired fire extinguishers per applicable code;
- R. Vehicles shall have wheelchair tie down straps and effective securement devices and passenger restraint systems to secure all mobility devices.
- S. Have backup to all lift capacity. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.

15. GEOGRAPHICAL POSITIONING SYSTEM (GPS)

OPERATOR must certify that each vehicle is equipped with the latest version of a Geographical Positioning System utilizing web-based tracking software for real-time location information. Access to GPS web-based tracking should be made available at all times to SPI CVB.

16. 24-HOUR TELEPHONE AND ON-LINE ACCESS AND RESERVATION SYSTEM

OPERATOR must have a written customer service program that focuses on the total customer service experience. OPERATOR must maintain a web-based reservations system and a 24/7 telephone number connecting customers with a live person to handle customer service issues such as reservations, customer complaints, lost items, vehicle breakdowns, failure to honor a pre-arranged reservation, and failure to convey luggage.

17. INSURANCE

(a) Required Coverage. The OPERATOR shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the SPI CVB and the OPERATOR with limits of liability not less than those specified below.

- 1) Comprehensive Automobile Liability insurance or its equivalent, covering all owned, hired and non-

owned vehicles used in connection with the work performed under this contract with combined single limits for bodily injury and property damage liability of not less than \$5,000,000.

I. Personal Injury Protection or Auto Medical Payments with limits not less than \$2,500 per occurrence.

II. Automobile Physical Damage Coverage providing Actual Cash Value Comprehensive and Collision coverage for each vehicle furnished or leased to OPERATOR under this contract with a deductible not greater than \$2,000 per occurrence.

2) Commercial General Liability insurance or its equivalent, providing limits of not less than \$1,000,000 for bodily injury and property damage per occurrence with a general aggregate of \$1,000,000 and a product and completed operations aggregate of \$1,000,000. There shall not be any policy exclusions or limitations for the following:

Contractual Liability covering OPERATOR's obligations herein

Personal Injury Advertising Liability

Medical Payments

Fire Damage Legal Liability

Broad Form Property Damage

Liability for Independent OPERATORS

3) Workers' Compensation Insurance or its equivalent, providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to the OPERATOR's employees performing work under this contract. Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from SPI CVB.

4) All Risk Property Insurance including Property of Others naming SPI CVB as a loss payee ATIMA with limits of no less than \$8,000,000 covering full value of facility and equipment to remain in force for the entire period of this contract and any option periods.

(b) Certificates of Insurance. Before commencing execution of this contract, the OPERATOR shall mail Certificates of Insurance satisfactory to the SPI CVB (or, as and when the SPI CVB may direct, copies of the actual insurance policies) to the following address:

City Secretary

South Padre Island

4601 Padre Blvd.

South Padre Island, TX 78597

Evidencing that insurance as required by paragraph A, and all subparagraphs to (A) above, is in force, stating policy number dates of expiration and limits of liability there under. All copies of policies and Certificates of Insurance submitted to the SPI CVB shall be in form and content acceptable to the SPI CVB.

(c) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Contracting Officer. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's Rating of A- or better.

(d) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, Automobile Liability and as otherwise required above shall be endorsed to name SPI CVB, their directors, officers, representatives, agents and employees as Additional Insureds as respects operations performed by or on behalf of the OPERATOR in performance of this contract. The policy shall also be endorsed to name other interests as directed by SPI CVB.

(e) Notice of Cancellation or Material Changes. Policies and/or Certificates shall specifically provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the SPI CVB.

(f) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.

(g) Deductibles. Companies issuing the insurance policies and the OPERATOR shall have no recourse against the SPI CVB for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the OPERATOR.

(h) SUB-OPERATORS. If any part of the work is sublet, OPERATOR shall require any and all SUB-OPERATORS performing work under this contract to carry workers' compensation insurance and other types of insurance with limits of liability as OPERATOR shall deem appropriate and adequate. In the event a SUB-OPERATOR is unable to furnish adequate insurance required under the Contract, the OPERATOR shall endorse the SUB-OPERATOR as an Additional Insured. The OPERATOR shall obtain and furnish to the SPI CVB certificates of Insurance evidencing SUB-OPERATORS' workers' compensation insurance coverage. If a SUB-OPERATOR's certificate of workers compensation insurance expires during the period of performance, OPERATOR shall obtain a renewal certificate. All certificates of workers' compensation insurance must be maintained by the OPERATOR for a period of not less than 1 year. All other insurance certificates for SUB-OPERATORS shall be furnished to the SPI CVB upon request.

(i) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the OPERATOR of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

18. INDEMNIFICATION

(a) The OPERATOR shall fully indemnify and hold harmless the SPI CVB and all of its directors, officers, employees, and agents from any and all claims, demands, causes of action, damages, losses, and expenses (including attorney's fees) of whatsoever nature, character, or description that any person or entity has or may have arising out of or related to the breach of or failure to perform the contract or any sub agreements there under or resulting from any negligent act, omission, misconduct, or fault of the OPERATOR or SUB-OPERATORS and their employees and agents.

(b) Environmental

(1) The OPERATOR agrees to indemnify and hold SPI CVB harmless from and against any claims, causes of action, damages, fines or penalties arising with respect to any adverse environmental conditions or environmental impairment created by the OPERATOR (including its SUB-OPERATORS or agents) in performing the Services.

(2) Reporting and Record Keeping Requirements. The OPERATOR shall maintain and furnish to SPI CVB records regarding hazardous waste spills or releases required to be filed with the Texas Natural Resource Conservation Commission (TNRCC) as well as any related environmental reports filed with the FRA or the EPA.

19. SHARED SERVICE CHARACTERISTICS

A. Policy guidance

If the OPERATOR has any questions regarding Services operations or policies, and those questions are not covered in this document or in subsequent communication from SPI CVB, the OPERATOR will request guidance from the SPI CVB.

B. Manifest

1. Each operator will have a manifest for their shift, in addition to manifests/reservation sheets for the next week of service days to take reservations. The AM operator will have the daily manifest and book trips as requested. The PM operator will take possession of the manifest during shift change; the AM operator will retain all completed manifest pages and will submit those pages along with all of the fare collected from the shift to the OPERATOR's cash room.

2. At the beginning of the shift, the operator will enter his or her name, the date, the odometer reading, and any trips scheduled prior to the service day.

3. As customers request trips, the operator will note the manifest with the following:

- Passenger name (first and last)
- Phone number
- Origin and destination of trip
- Fare payment
- Pick-up time
- Time of arrival at destination
- Odometer

4. At the end of the shift, the AM operator will pass the daily manifest and reservation sheets to the PM operator; The AM operator will retain all completed manifest and reservation pages and will submit those pages to the OPERATOR's office. At the close of the service day, the afternoon driver will drop off the remaining manifest and reservation forms at the OPERATOR's office.

5. The operator will notify dispatch via two-way radio prior to departure from each pick-up or drop-off location and will notify dispatch of all no-show events if directed by the SPI CVB.

6. At a minimum, AM operators must be able to accept trip requests for the PM operator, and PM operators must be able to accept trip requests for the AM operator.

C. Inability to Honor Passenger Request

1. When a requested trip or route deviation cannot be accommodated, the van operator will determine if the trip or deviation could be accommodated by minor adjustment on the part of the passenger. The operator will suggest an earlier or later trip, when available, for the passenger's consideration. The operator may also suggest the passenger travel in the vehicle to other locations prior to reaching the destination; for instance, a trip might not be accommodated because the operator must serve the Station, but might be accommodated after reaching the Station. Trip alternatives should be offered to the customer.

2. If a trip or route deviation cannot be accommodated, the operator must record this caller's name, current location, destination, and time for requested travel. This includes requests to destinations outside the defined service area. The SPI CVB reserves the right to request this information be called into dispatch as each incident occurs.

D. No-Shows/Cancellations

1. A no show is a booked trip that is not canceled at least two hours prior to the pick-up time and where the customer does not show and is not transported within the ready time window.

2. Customers are responsible for canceling scheduled trips.

3. A trip will be considered a no-show when a driver arrives within the ready time window to board the customer, waits the required time for that mode, and the customer does not show up to make the scheduled trip. The driver will notify OPERATOR's central dispatch regarding the no-show and will properly document the scheduled time, name, and address of the no show. After three no-shows, the customer will not be eligible for this service for four weeks. The OPERATOR is responsible for tracking no show/cancellation information provided by the drivers and for enforcing the policy. Proper documentation will be given to SPI CVB on a weekly basis. The SPI CVB reserves the right to intervene at any time.

4. The operator will be responsible for documenting all completed trips, cancellations and no-shows on an appropriately filled out manifest.

E. Reservations

OPERATORS shall accept trip requests up to 60 days in advance, and not later than two hours in advance, of the requested trip time. Reservations will be required to guarantee any same day demand trips. When the van is at the HRL at the specified times, the operator may plan trips based upon passenger requests. Walk-up trips at the HRL will be scheduled on a space available basis.

F. Shift Change

Shift changes will occur at the specified location at Valley International Airport or at South Padre Island. Shift changes will take no longer than fifteen minutes and will not require trip denials for any passenger requests, unless there is no way to change operators without providing an alternate trip time to a passenger.

G. Fares

1. The OPERATOR will charge the appropriate fare as determined by SPI CVB during contract negotiations with the OPERATOR. The OPERATOR will charge passengers the appropriate fare according to the fare established and amended as deemed necessary, and distributed by SPI CVB.

2. OPERATOR must certify that each vehicle is equipped to handle debit and credit card payments. Operators must issue a receipt that includes the date, time, company name, vehicle number, driver name and company phone number and internet address.

3. The OPERATOR will accept all major credit cards, debit cards, cash, and coupons and passes authorized by SPI CVB. The OPERATOR will indicate the total credit, debit and cash fares collected minus coupons and passes collected on the invoices.

4. Fare reconciliation and cash accounting procedures must be approved by SPI CVB. The OPERATOR will be responsible for the distribution, collection, and securement of all forms of fares, passes, and coupons and is solely liable for mishandling or missing fares.

20. ACCOUNTING

SPI CVB reserves the right to audit OPERATOR's accounting records at least as frequently as once per week.

21. ADDITION AND MODIFICATION OF SERVICES

1) A scheduled major service change impacts the level of service provided by the SPI CVB. SPI CVB will notify the OPERATOR of potential service additions up to six months ahead of the service change, but cannot authorize proceeding with the additions or modifications until the SPI CVB approves the service change. The OPERATOR must have the ability to procure vehicles, train operators, and otherwise provide service within three months of official notification.

2) SPI CVB will ask the OPERATOR to evaluate the ability to accommodate a proposed service modification, and will ask for an earliest possible implementation date if the modification is accepted. The OPERATOR must be able to adhere to the accepted implementation date.

22. SERVICE REQUIREMENTS

A. Quality of Service

The OPERATOR will provide services in a safe, courteous and reliable manner and in accordance with the trip manifests and instructions provided by SPI CVB. SPI CVB representatives may, from time to time, ride in the OPERATOR-operated vehicle with or without prior notice to the OPERATOR to ensure compliance with the contract. The OPERATOR will maintain copies of all manifests in accordance with relevant records retention policies, and Services records will be available for audit by SPI CVB.

B. Service Performance Standards

SPI CVB has established the following performance standards for Services:

1) On Time Performance: the percentage of total passenger pick-ups (actual, not scheduled) that are provided within the scheduled ready time window. The standard for on-time performance is ninety percent.

2) Response to Vehicle Breakdown or Service Disruption: in the event of a vehicle breakdown or other service disruption, replacement service will be made available within forty-five minutes of the disruption. Notifications of the service disruption will be made to SPI CVB personnel.

3) Customer Complaints will be less than 5 per 500 passenger trips. Drivers cannot have more than three

verified complaints annually, or they may be permanently suspended from driving from the service or the OPERATOR forfeits the use of the incentive program.

4) Failure to perform in accordance with these performance standards may constitute cause for termination of the service agreement between SPI CVB and the OPERATOR.

C. Driver Qualifications/Standards

1) Drivers must meet the following criteria:

- i) Thorough knowledge of the Rio Grande Valley area.
- ii) Ability to handle complaints and problems as required.

2) SPI CVB will require the removal of any operator from service for any of the following:

- (i) Committing unsafe or inappropriate acts while providing services.
- (ii) Revocation or non-renewal of a valid Texas Driver's license.
- (iii) More than one moving violation or chargeable accident in any consecutive two-year period.
- (iv) Conviction of any criminal offense.
- (v) Other behavior deemed to reflect negatively on CLIENT or result in unsafe service
- (vi) Three or more verified instances of driver non-performance, chronic lateness, or verified complaints

D. Driver Uniform and Appearance

Operators will wear a polo-style uniform shirt, approved by SPI CVB. The uniforms will be purchased by OPERATOR.

STANDARDS FOR PERSONAL APPEARANCE AND GROOMING

Items	Proper Wear
Personal Appearance	Uniforms must be clean and neat at all times. Uniforms shall be cleaned and pressed as frequently as needed to keep them looking and smelling fresh and clean. Employees are expected to maintain good hygiene standards.
Females	Hair must be neatly groomed and not dangling loosely about the face or fall below the eyebrows. Simple hair ornaments, such as ribbons, pins, combs, or barrettes, are permissible. Gaudy, overly large, distracting styles are not permissible.
Males	The hair must be neatly trimmed and groomed on the top, the sides, and the back. The hairstyle should generally conform to the shape of the head and not extend over the bottom of the shirt collar. Sideburns shall be neatly trimmed and shall not extend below the ear lobes. Beards and goatees are permitted provided they are neatly trimmed and groomed and do not exceed 1" in bulk or depth when measured from the base of their skin to the end of the hair strand. Mustaches are permissible but must not extend

	beyond the outer edges of the mouth.
Males and Females	Earrings may be worn provided they are small and non-ornamental. Piercing rings visible in or on any other part of the body are not permissible. Other jewelry is not recommended; however, small and unobtrusive pieces may be worn.

E. Driver Training

1) Operators must be trained to perform the following duties:

- i) Familiarity with the route serving the South padre Island, associated fares, ability to read passenger schedules and ability to look up information in SPI CVB’s Operator Route Guide. At a minimum, training will consist of an overview of the services’ purpose, standard operating procedures, manifest, fare information, and 8 hours of South Padre Island familiarity.
- ii) Communications Training. The operation of two-way radios, hands-free cellular telephones and any other communications tools that are required for operators to provide services. The OPERATOR will provide the cellular phones and radio communication equipment for each service.
- iii) Continuous Training. Drivers will be retrained once a year, to include but not limited to safe driving, SPI CVB fare matrix, and customer handling.

F. Timepieces

At all times during the operation of any vehicle in connection with this service, each operator will have available

and in clear sight an accurate timepiece reflecting official SPI CVB time, as reflected by the SPI CVB.

G. Communication Equipment, Repair, Maintenance and Service Call

- 1.) Communication equipment including, but not limited to, two-way radios, cellular phones and any other devices that are applicable to this service and the operation of the van, are the sole responsibility of the OPERATOR, unless provisions are made by SPI CVB to provide equipment.
- 2.) The OPERATOR will be responsible for all maintenance, repairs and replacement of equipment to ensure proper operation of Services.

H. Cellular Phones and Radio Equipment

- 1.) The OPERATOR shall provide cellular phones and Radio Equipment as needed for trip booking and communication while conducting business operations. Bluetooth connectivity is preferred to ensure driver and passenger safety.
- 2.) The OPERATOR shall be responsible for the purchase and maintenance of all authorized cellular phones and for the selection of the cellular phone service provider used by services. Radio equipment is the responsibility of the OPERATOR.

23. VEHICLE REQUIREMENTS

- A. The SPI CVB shall provide vehicles for Services as specified. The OPERATOR is responsible for: maintenance and repair of the vehicles, maintaining the physical appearance, ensuring the vehicle continues to operate and function as designed.
- B. The OPERATOR, at a minimum, shall have available a minimum of two vehicles at all times to provide Services during operating hours.

24. REPORTING AND REQUIREMENTS

A. Reports

- 1.) Each Operator will turn in a completed manifest at the end of each shift. The manifest will indicate all passengers' names, origins, time of pick-up, destinations, and times of drop-off, no show (if applicable), denials

and missed trip, if any. Any gaps in the manifest that are not explained will result in a deduction from the monthly bill from the OPERATOR. Gaps in service resulting from vehicle breakdowns or other failure to deliver service, or to be available to deliver service, will also be deducted from the invoice.

2.) The manifests will be maintained by the OPERATOR in compliance with SPI CVB's relevant records retention guidelines.

3.) Monthly reports will be provided to SPI CVB. These reports will include, but not necessarily be limited, to the following:

i) Performance Reports. Each month, by the end of the fifth business day, service performance reports and other data, as specified by SPI CVB, will be delivered, either by US Postal Service, Fax or electronic mail. The data will provide documentation of daily operational information, service provided and activity levels. The data and report formats will be approved by SPI CVB.

ii) Emergency/Special Reports. In the event of an accident, SPI CVB OPERATOR's central dispatch is to be immediately notified by radio. In the event of any and all disruptions to service, radio notification will be made immediately.

iii) Monthly Revenue Reporting. Total revenue collected for Services will be noted in the appropriate reporting format as approved by SPI CVB. The actual revenue will not be returned to SPI CVB but credited on the monthly bill. Cash boxes will be emptied daily and all cash/electronic receipts reconciled with each driver's manifest. SPI CVB reserves the right to review and audit reconciliation records at any time.

iv) Maintenance Reports. A maintenance report will be kept on each vehicle used for Services and will include, at the least, preventative and maintenance functions including warranty work and other relevant maintenance information. This report will also include all road calls for each vehicle, breakdowns, out-of-service information such as the vehicle and days out of service for a given reason, warranty issues and equipment failure.

4.) At a minimum, the OPERATOR will provide by zone and by hour: ridership information, no show information, cancellation information, trip denial information, and mileage reports to SPI CVB on a weekly basis, submitting the reports no later than Tuesday of the following week. SPI CVB may request additional reports from the OPERATOR at any time.

B. Accident/Incident Reporting

1.) All accidents and incidents will be reported to the specified SPI CVB personnel immediately and a written report will be faxed to SPI CVB within twenty-four hours of the event. The report will be provided for the following events:

i) Collisions between a vehicle and another vehicle, person or object.

ii) Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle.

iii) Disturbances, ejections (requesting the rider to disembark due to disruptive behavior), fainting, sickness, deaths or assaults.

- iv) Accidents that the operator witnesses.
- v) Vandalism to the vehicle while in service.
- vi) Passenger complaints of injury or property damage or other circumstances likely to arise in the filing of claims against OPERATOR or SPI CVB.
- vii) Any passenger, driver, supervisor and service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, SPI CVB will be notified immediately.
- viii) SPI CVB reserves the right to require immediate written reports on accidents and incidents deemed emergencies by SPI CVB.

25. OPERATOR'S RESPONSIBILITIES

1) The OPERATOR will be responsible for the professional quality, availability and coordination of all services furnished. All specified services will be provided in a safe, courteous and reliable manner. SPI CVB may monitor these services, from time to time, by riding Services vehicles, with or without prior notice.

2) OPERATOR will be responsible for the prevention of fraudulent practices by their employees, agents, drivers or any other person acting under its control or direction in the performance of services pursuant to this contract. The term "fraudulent practices" will mean any deception or misrepresentation of fact. Such practices include, but are not limited to:

- i) Unauthorized dealings in tampering with or entering falsified information on documents related to the provision of service;
- ii) Allowing ineligible drivers to transport customers;
- iii) Transportation of unauthorized persons; and
- iv) Allowing operators to collect other than the appropriate fare.

3) The OPERATOR will be responsible for the prevention of fraudulent practices related to the verification and validity of actual trips taken, trip origins, trip destinations, vehicle odometer reading and/or additional written instructions issued by SPI CVB. Documented instances of any item stated above will result in nonpayment for associated services and if fraudulent activity is verified, SPI CVB may prosecute to the full extent of the law.

4) In the event that the OPERATOR, an employee, agent, driver or any other person acting at the direction of the OPERATOR in performance of services under this contract is investigated for fraudulent practices by SPI CVB, or by any law enforcement agency with jurisdiction to conduct such an investigation, SPI CVB retains the right to suspend service and have suspended the individual(s) involved until the matter is resolved. SPI CVB may also exercise this right, if any information containing allegations of fraud against said persons is filed with a grand jury or a citation or charge(s) is issued to any such person.

26. COMPLAINT RECORDING AND RESPONSE

1) All oral and written complaints sent to OPERATOR by SPI CVB will be answered in writing within five working days or by date(s) specified by SPI CVB. All complaints, concerns, suggestions or commendations concerning Services will be thoroughly investigated. Corrective action, where appropriate, will be taken within seven business days of receipts by the OPERATOR.

2) All responses must be documented and forwarded to SPI CVB. More serious complaints, such as those involving safety issues, or sexual misconduct will require the immediate action of the OPERATOR.

3) The minimum information required by the OPERATOR for complaint response will include but is not limited to: the operator's name, pertinent investigation information, investigator's conclusion, investigator's name and title, and their supervisor's name.

27. LOST AND FOUND

Lost articles found must be tagged with the day and date, OPERATOR's name, driver's name, patron's name (if known), and be forwarded to SPI CVB's lost and found location within 24 hours.

28. OPERATIONS AS SPI CVB

OPERATOR will, at all times, operate Services under the name of "The Surf" or such other name as SPI CVB may specify. This does not, in any way, change the status of the OPERATOR as an Independent OPERATOR.

29. OPERATORS MINIMUM WAGE RATES AND INCENTIVE PROGRAMS

All persons employed as operators for performance of this contract or any subcontract hereunder, shall be paid not less than \$10.00/hour while in training. The minimum wage standard imposed is a minimum and the OPERATOR is required to employ a systematic evaluation program and benefit package designed to encourage retention of well qualified and good performing operators for the duration of the contract. Toward this end, the OPERATOR shall establish progressive wage increases beyond the training level and offer such increases to employees who successfully graduate from the training program.

30. PERSONNEL POLICIES

OPERATOR's substance abuse policy and test program will conform to the Department of Transportation's (DOT) and Federal Transit Administration's (FTA) requirements. All drug tests will be accomplished in a

National Institute of Drug Abuse (NIDA)-certified laboratory.

31. SPI CVB SUPERVISORS

SPI CVB employees will monitor the service and OPERATOR compliance. The duties of these supervisors include, but are not limited to, on-street monitoring of drivers and vehicles, inspection of vehicles, inspection of driver courtesy, and monitoring any activities that may result in substandard performance or noncompliance with the contract.

SPI CVB supervisors will have access to personnel, vehicles and records including interviewing personnel regarding the contract at all times. OPERATOR will be required to board SPI CVB staff, upon request and identification, at any time.

32. COOPERATION WITH SPI CVB

The OPERATOR will ensure that all staff cooperate and comply with reasonable requests by SPI CVB to distribute notices, schedules or other promotional materials to passengers in connection with Services or any other SPI CVB services or activities. The OPERATOR agrees to provide assistance to SPI CVB, at the SPI CVB's request, in monitoring the services provided.

33. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received by 10:00 am on **7/8/2021**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with City Secretary or mailed to:

City of South Padre Island

Attn: City Secretary's Office "Nikki Soto"

4601 Padre Blvd.

South Padre Island, TX 78579

Proposers shall submit three (3) copies of the completed proposal in a sealed envelope clearly marked: Shared Ride RFP for South Padre Island. Proposers shall also submit one (1) digital copy of the proposal. Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

B. Format

Please use three-hole paper, print double-sided to the maximum extent practical and place in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

C. Content

Organizations interested in responding to this RFP must submit a proposal containing the following requested information, in the order and format specified below:

1. Table of Contents
2. Introduction Letter

Submit a letter providing a description of Proposer's experience in owning and or operating an on-demand shared-ride service, charter, scheduled, or pre-arranged transportation business including transportation service to and from an SPI CVB. Submission of the letter will constitute a representation by your organization that it is willing and able to perform the commitments contained in the proposal.

3. Documentation Submittal

Proposals must be submitted in written form describing or documenting how Proposer and proposed service meet or are best qualified to meet SPI CVB's requirements for performing shared-ride service.

- Minimum Qualifications:

A statement of how the proposer meets the minimum qualifications specified in this RFP

Experience - A letter of support from an SPI CVB authority verifying experience in both operating and managing an on-demand, charter, and pre-arranged or shared-ride van service in an SPI CVB environment for a minimum of the past five (5) years.

- Organization and Experience:

- Corporation Statement

- Financial Data – Attach a complete annual report, prepared in accordance with generally accepted accounting principles, reflecting the current financial position. Also include bankruptcy and pending litigation information.

- Organizational Structure - Organizational Chart identifying the members of its complete management team (not including drivers) and outlining responsibilities and qualifications of each member including resumes indicating specific experience in an SPI CVB environment. Please include phone numbers and email addresses for proper verification. This submission should provide verifiable evidence of each management team member's relevant experience.

- SPI CVB Experience - Provide verifiable description of proposer's experience in owning and or operating an on-demand shared-ride service, charter, scheduled, or pre-arranged business in a

transportation environment within the past five (5) years.

- References - Submit names, addresses and telephone numbers of at least five (5) persons who can attest to Proposer's experience, one of which must be a current SPI ground transportation provider.
- Operations and Customer Service
 - Operations Plan - Detailed description of proposed operating hours, pick-up / drop-off procedures, handling of fares, and fleet deployment. Also include Quality Assurance Plan as described in paragraph 15.
 - Customer Service Plan- Description of customer service plan for operators and reservation agents. The submittal shall include a quality assurance plan including monitoring and disciplinary procedures.
- Website - Description of Website for services to and from SPI CVB, outlining goals and objectives for the site including how proposer plans to reach target audience including, hotel and businesses on South Padre Island and accepting reservations using the latest technologies.
- ADA Compliance Plan - Describe your ADA Disability Access plan and provide details of how your proposed service will meet federal, state and local disability access requirements.

IV. STANDARD TERMS AND CONDITIONS

A. AWARD OF CONTRACT AND NEGOTIATIONS

This RFP does not commit CVB to award a contract, to pay any costs in preparation of a proposal, or to contract for the goods and/or services offered. Selection shall be made of one or more offerors deemed to be fully qualified, best suited and offering the best value that meets the needs of the SPI CVB, among those submitting proposals on the basis of evaluation factors included in the RFP.

CVB may pursue contract negotiations with finalist agencies of our choosing and reserve the right to negotiate concurrently or separately with competing proposers. All agency contracts will include requirements for specific service levels and measurable performance standards.

Only a fully executed agreement shall bind the parties.

CVB will not furnish a statement of the reason why a particular proposal or presentation was not deemed to be the most advantageous. At any time during the negotiations, CVB may terminate all negotiations and re-advertise the requirement. The reason for such termination shall be made part of the file. The award document shall be a signed contract incorporated by reference all the requirements, terms and conditions of the RFP and the Contractor's proposal as negotiated.

B. DISCLOSURE

CVB specifically disclaims any warranty or accuracy of the information included herein. It is the respondent's sole responsibility to conduct their own appropriate due diligence as they see fit. The issuance of this document and receipt of information in response will not in any way cause CVB to incur liability or obligation to you or your organization, financial or otherwise.

At the due date and time there will be no disclosure of the contents of any proposal to competing proposers, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information, which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award.

C. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million.

The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

- a. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
- b. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.
- c. The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

D. MANAGEMENT

Should there be a change in management after the due date and time, but before a contract is awarded, offeror(s) must notify the CVB immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is non-transferable by either party.

E. OFFEROR COMPETITION

CVB encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the CVB's need to procure technically sound, cost-effective services.

- The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude CVB from obtaining the best possible scope of services.

F. PERSONAL INTEREST

Offeror(s) shall comply with all applicable ordinances and with state law pertaining to conflict of interest and required disclosures, including, but not limited to, TEXAS LOCAL GOVERNMENT CODE, Chapter 171. No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service, for, with or by the City. City Policy: (700.13 Conflicts of Interest, Solicitation and Acceptance of Gifts) and (1100.04 Purchasing Policy).

G. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the RFP terms and conditions, scope of work or agreement terms and conditions contained herein, the latter will take precedence.

H. RECEIPT OF PROPOSALS

Proposal(s) must be received by the CVB prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the agency must ensure that the proposal is actually delivered. The time proposals are received shall be determined by the time clock at the City Hall reception area.

I. REIMBURSEMENTS

There is no express or implied obligation for the CVB to reimburse responding offeror(s) for any expenses incurred in preparing proposals in response to this request and the City will not reimburse agencies for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

J. REPRESENTATIONS AND RESPONSIBILITIES

Each offeror who submits a proposal represents that:

- The proposal is based upon an understanding of the specification and requirements described in this RFP.
- Costs for developing and delivering responses to this RFP and any subsequent presentations of

the proposal as requested by South Padre Island Convention & Visitors Bureau are entirely the responsibility of the offeror. South Padre Island Convention & Visitors Bureau is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

- All materials submitted in response to this RFP become the property of South Padre Island Convention & Visitors Bureau and are to be appended to any formal documentation, which would further define or expand any contractual relationship between South Padre Island Convention & Visitors Bureau and offeror resulting from this RFP process.
- Offeror(s) may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. South Padre Island Convention & Visitors Bureau will only consider the latest proposal submitted. Failure to submit a complete and responsive proposal shall result in automatic rejection of the proposal.
- **The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.**

K. RIGHTS RESERVED

While the South Padre Island Convention & Visitors Bureau has every intention to award a single contract for each bid service as a result of this RFP, issuance of the RFP in no way constitutes a commitment by South Padre Island Convention & Visitors Bureau to award a contract. Upon a determination such actions would be in its best interests, South Padre Island Convention & Visitors Bureau in its sole discretion reserves the right to:

- waive any formality
- cancel or terminate this RFP
- reject any or all proposals received in response to this document
- waive any undesirable, inconsequential or inconsistent provisions of this document which would not have significant impact on any proposal not awarded, or if awarded, terminate any contract if South Padre Island Convention & Visitors Bureau determines adequate funds are not available.

L. SUBCONTRACTING

The successful offeror will be the prime contractor and shall be responsible, in total, for all work of any pre-approved subcontractors. All known subcontractors must be listed in the proposal. CVB requires that all subcontractors be approved before any work being started on our behalf.

The contractor shall be responsible to CVB for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and CVB.

M. VENUE

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in South Padre Island, Texas, and venue for any action related to this contract will be Cameron County, Texas.

N. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the deadline for receipt of proposals. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded. Proposals and/or modifications to proposals received after the deadline for receipt of proposals specified in the RFP timeline are late and shall not be considered.

V. SCOPE OF SERVICES

The intent of this RFP is to secure a transportation company or companies to provide daily service from Harlingen's Valley International Airport (VIA) to lodging facilities on South Padre Island, Texas. The City of South Padre Island intends to compensate the transportation companies \$10 for each passenger transported to and from the island from VIA. The intent of this incentive is to keep prices competitive for visitors.

VI. SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. To ensure timely and fair consideration of each response, proposals must be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. One (1) unbound original, three (3) copies of the complete proposal, and (1) digital copy.

The CVB requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain offeror(s) with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

- Offeror(s) must organize proposals into sections following the format of this RFP, with tabs separating each section. Points may be subtracted for noncompliance with these specified proposal format requests.
- South Padre Island Convention & Visitors Bureau may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

VIII. EVALUATION AND SELECTION PROCESS

CVB may make such investigations as deemed necessary to determine the ability of the offeror(s) to supply the scope of services and perform the services specified. CVB reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror(s) fails to satisfy South Padre Island Convention & Visitors Bureau that the offeror(s) is properly qualified to carry out the obligations of the contract. This right includes the South Padre Island Convention & Visitors Bureau's ability to reject the proposal based on negative references.

A. OFFEROR(S) QUALIFICATIONS

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror(s) and will be weighted by the South Padre Island Convention & Visitors Bureau:

- **References:** Offeror(s) shall provide a **minimum of three (3) references** that are using services proposed in this RFP. At a minimum, the offeror(s) shall provide the company or agency name, location where the services were provided, contact person(s), telephone number, a complete description of the service type and dates the services were provided.

South Padre Island Convention & Visitors Bureau reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror(s) to perform the conditions of the contract. **Negative references may be grounds for proposal disqualification.**

- **Office Location:** While it is not a prerequisite that the offeror(s) have an office on South Padre Island, it is expected that key personnel be available for meetings on South Padre Island as needed at their own expense and available at all times via telephone and email. It is also required that the offeror(s) have a working knowledge of South Padre Island's tourism products and brand.
- **Resumes/Company Profile & Experiences:** Offeror(s) shall specify how long the individual/company submitting the proposal has been in the business of providing professional transportation services similar to those requested in this RFP.

Offeror(s) shall also include proposed staffing and organization of personnel to be assigned to this account and provide answers concerning the qualifications and experience of personnel to be assigned to this contract.

- **Method of Providing Service:** Offeror(s) must provide a detailed narrative description of the specified methods the offeror(s) intends to use in order to provide the services needed as described in this RFP.
- **Scope of Services:** Information is desired as to client reporting methods and possible use of subcontractors.

B. METHOD OF SELECTION

The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.

- Any proposal that fails to achieve a passing score for any part/section for which a passing score is indicated will be disqualified from further consideration.
- The evaluation committee will evaluate the remaining proposals in a two-stage process.
 - Stage one will consist of a scored process based on the submitted proposals as described in Section C. If the first and second top scoring proposals are within five percent scoring of each other and the third top scoring proposals are within 10 percent of the top scoring proposal, all three top scoring offerors will proceed to stage two, which will consist of an oral interview and/or on-site visit.
 - The evaluation committee reserves the right to adjust these percentages as they deem appropriate. One of the individuals participating in the stage two process must be the person designated in the proposal as the account manager.
- For each finalist, total points for written responses, as scored by the evaluation committee, and total points for the oral interview and/or on-site visit will be combined into one total. The contract will be awarded to the finalist with the highest combined total.
- Award will be based on the offeror’s proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered and will have no bearing on any award. Offerors who attempt to provide information or materials outside the formal response may be found non-responsive.
- A “best and final offer” may be requested on price/cost alone.

VII. CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies:

- () The proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:
- () The proposer will be available for an oral presentation/on-site visit, if selected for an interview by the CVB, the week of **(exact date/time TBD)**.
- () The proposer is qualified to perform the work and services outlined in this RFP.
- () The proposal has been arrived at independently and submitted without collusion with any other proposer, City staff or City contractor, and the contents of the proposal have not been communicated by the proposer or, to the proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the proposer, and will not be communicated to any person prior to the City's final action on this RFP by City Council. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- () The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the City for a period of ninety (90) days following the proposal closing date and time as identified in this RFP or addenda.
- () The proposer certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the agreement subject to § 2270.002 Texas Government Code.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____ DUNS No.: _____ Date: _____