



**REQUEST FOR PROPOSALS  
FOR  
BUS STOP SHELTER AMENITIES**

**RFP NO.: 2021-FP-19**

**Date Issued: December 1, 2021**

**Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples, Corpus Christi, Texas 78401 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) until 3:00 p.m. (CST) Wednesday, January 12, 2022 for Bus Stop Shelter Amenities. The term of this contract is Three Years with One (1) Two-Year Option. Proposals will be valid for one hundred eighty (180) calendar days from the Board approval date. Proposals received after the deadline will not be accepted and will be returned to the Proposer unopened.**

**It is anticipated that any supplies under the resulting contract from this solicitation may be funded through several grants by the Federal Transit Administration (FTA) and is contingent upon funding availability; therefore, all rules and regulations related to the funding source apply.**

**Proposers are encouraged to attend a pre-proposal conference scheduled for 3:00 p.m. (CST), Wednesday, December 15, 2021 in the CCRTA's Board Room on the second floor of the Staples Street Center located at 602 N. Staples St., 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. Although 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 via GoToMeeting, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) Wednesday, December 15, 2021.

Requests for Information will be due by 3:00 p.m. (CST), Wednesday, December 22, 2021, with a response from the CCRTA by Wednesday, December 29, 2021.

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA 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 Sherrié Clay, Procurement Administrator, or Christina A. Perez, Director of Procurement/Grants, at [procurement@ccrta.org](mailto:procurement@ccrta.org).

**Disadvantaged Business Enterprise (DBE) Requirements:** The CCRTA has established an eleven percent (11%) DBE participation goal for this contract. In order for a Proposer to be considered responsible and responsive, the Proposer must make good faith efforts to meet the goal established for the contract. The Proposer shall select certified DBEs to perform, at minimum, work which corresponds to the DBE participation goal. If the goal is not met, the

Proposer must document adequate good faith efforts as outlined under Special Provisions Concerning DBE. Please contact Laura Yaunk, DBE Liaison Officer at [ccrtadbe@ccrta.org](mailto:ccrtadbe@ccrta.org) for additional information.

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

- Request for Proposals,
- Instructions to Proposers,
- Special Instructions,
- Technical Specifications,
- Drawings (Exhibit I),
- Standard Supply Terms and Conditions,
- Standard Services Terms and Conditions,
- Federal Supplemental Conditions (Materials & Supplies),
- Special Provisions Concerning Disadvantaged Business Enterprises (DBEs),
- Price Schedule (Appendix A),
- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- DBE Participation Form Schedules A-D (Appendix H),
- Accessibility Policy (Appendix I),
- References (Appendix J),
- Request for Information Form (Appendix K), and
- Proposal Submission Checklist (Appendix L).

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

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

- Response to RFP **one (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Price Schedule (Appendix A), **(one (1) original in a separately sealed envelope),**
- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- DBE Participation Form Schedules A-C (Appendix H),
- Accessibility Policy (Appendix I), and
- References (Appendix J).

**Additional documents that must be returned with your proposal in order to be considered responsive are as follows:**

- A copy of the warranty must be furnished with the proposal.
- Electronic copies of photos and diagrams/technical drawings must also be provided as part of the proposal package.

**For electronic proposal submissions, please submit by email to [procurement@ccrta.org](mailto:procurement@ccrta.org) as follows:**

- Proposal,
- Certification Forms (Appendix B, C, D, F, G, H, I and J),
- A copy of the warranty, and
- Electronic copies of photos and diagrams/technical drawings **(in one electronic file)**.
- Price Proposal (Appendix A), **(in a separate file)**.

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

**Only one submission of your proposal is required.** If submitting your proposal by mail, **DO NOT** submit your proposal electronically by email. If submitting your proposal electronically by email **DO NOT** submit it by mail.

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

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

- Copy of Insurance

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

- Form 1295 "Certificate of Interested Parties"

FIRMS must submit a proposal, and all documentation supporting the Proposal. **A Price Schedule must be submitted in a separately, sealed envelope.** Failure to provide this information may deem your proposal to be non-responsive.

## **INSTRUCTIONS TO PROPOSERS**

### **1. GENERAL.**

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

### **2. EXPLANATIONS.**

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

### **3. SPECIFICATIONS.**

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

### **4. INFORMATION REQUIRED.**

- 4.1. Each Proposer shall furnish the information required by the Request for Proposals. The Proposer shall sign the Price Schedule 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 be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

- 4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the Proposer. All costs of proposal preparation will be borne by the Proposer.
- 4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5. Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5. **SUBMISSION OF PROPOSALS.**

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

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
ATTN: Procurement Department  
602 N. Staples Street  
Corpus Christi, Texas 78401  
Proposal for: RFP No. 2021-FP-19 Bus Stop Shelter Amenities**

**Proposal Due Date: Wednesday, January 12, 2022 by 3:00 p.m. (CST)**

**If hand delivery is preferred, please deliver to the CCRTA's receptionist located on the third floor 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 must be submitted in a separately, sealed envelope** along with the proposal. Proposals must be submitted in sufficient time to be received and time and date 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:

- **Wednesday, December 1, 2021 - 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/).

- **Wednesday, December 15, 2021 - Pre-Proposal Conference** at 3:00 p.m. (CST) on the second floor in the Boardroom located at the Staples Street Center at 602 N. Staples, Corpus Christi, Texas 78401. To remotely attend, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) on this day.
- **Wednesday, December 22, 2021 - Request for Information Due**  
Written Requests for Information (Appendix K) 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), hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **Wednesday, December 29, 2021 - 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/).
- **Wednesday, January 12, 2022 - 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 St., Corpus Christi, Texas 78401 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to deadline.
- **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 – March 12, 2022**  
The CCRTA Board of Directors will meet to award a contract to the successful Proposer.

## 6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

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

## 7. OPENING PROPOSALS.

All proposals shall be opened by the CCRTA as soon after the proposal deadline as is reasonably practicable. 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.

8. EVALUATION FACTORS.

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

9. ELIGIBILITY FOR AWARD.

- 9.1. In order for a Proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the CCRTA must be able to determine that the Proposer is responsible to perform the Contract satisfactorily.
- 9.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 9.3. Responsible Proposers at a minimum must:
  - 9.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
  - 9.3.2 Have a satisfactory record of past performance;
  - 9.3.3. Have necessary management and technical capability to perform;
  - 9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;

9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and

9.3.6 Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying. (NOTE: This requirement is only applicable to federally-funded contracts.)

9.4. A Proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible Proposer. Refusal to provide requested information shall result in the Proposer being declared not responsible, and the proposal shall be rejected.

## 10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

10.1. Reject or cancel any or all proposals;

10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;

10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;

10.4. Extend the proposal due date;

10.5. Reissue a Request for Proposals;

10.6. Procure any item or services by other means;

10.7. The CCRTA reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and

10.8. The CCRTA reserves the right to negotiate a Contract with the Proposer having the best evaluation as determined by the CCRTA. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The CCRTA additionally reserved the right to suspend negotiations with the first Proposer should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated Proposer.

## 11. ACCEPTANCE.

Acceptance of a Proposer's offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a Proposer's offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders and release orders may be issued as appropriate. Unless the Proposer specifies otherwise in the



proposal, the CCRTA may award the contract for any item or group of items shown on the Request for Proposals.

12. PROTESTS.

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

13. EQUAL OPPORTUNITY.

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

14. SINGLE PROPOSAL.

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

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

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

15. FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"

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

Bidders must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that Bidder has been recommended

for award. Form 1295 requires disclosure of “interested parties” with respect to entities that enter contracts with cities. These interested parties include:

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

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

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>. A Sample Copy of Form 1295 has been provided for reference only.

## **SPECIAL INSTRUCTIONS**

### **1.0 PROPOSAL CONTENT**

#### **1.1 General**

The Corpus Christi Regional Transportation Authority (CCRTA) is requesting proposals from qualified firms for the procurement of Bus Stop Shelters and Amenities.

Proposers which have relevant experience and positive references with orders of similar size and style of shelters are invited to complete and submit a proposal.

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

- Cover letter,
- Qualifications of the Firm,
- Bus Shelter Design,
- Qualifications of Staff,
- Qualifications of Subcontractor,
- Disadvantaged Business Enterprise Participation,
- Certification Forms, and
- Price Schedule **(submitted in a separately sealed envelope)**.

Proposers shall submit (1) original and five (5) hard copies of their proposal, which must be concise and straightforward, and one (1) electronic version in PDF format supplied on a USB Flash Drive.

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

#### **1.2 Proposal Contents and Format**

The proposal shall be concise, straightforward, and no more than fifty (50) pages, including pertinent attachments and product brochures.

The contents of the proposal shall include the following:

##### **Cover Letter**

The cover letter shall summarize the key points in the proposal, include a statement regarding how you will administer this contract, an appropriate introductory and contact information including the name of the firm’s principle liaison, and bear the signature of a person duly authorized to legally commit the firm. Provide information regarding the disciplines and specialty areas that your firm is capable of providing.

## **Section 1 – Qualifications of the Firm** **(20 Points)**

Include a statement regarding qualifications of firm as a business entity, past performance, and experience with special emphasis on work similar to this project and on the following:

- (a) Experience relevant to the performance of the work required under this solicitation and resulting contract.

At a minimum, and in detail: (i) discuss firm's history and experience relevant to the CCRTA's needs as set out in this solicitation; (ii) describe the firm's direct experience on projects of similar size, scope and complexity, and (iii) provide dates, locations, costs of assignments, names of project managers, and names and current contact information for business references and clients. Also, discuss the qualifications of all other firms proposed to be utilized in the performance of the work (including joint venture members or major subcontractors/sub-consultants), and clearly differentiate which qualifications listed relate to which firm.

- (b) Experience relevant to implementation of amenities requiring advanced technologies and solar power.
- (c) Experience relevant to the performance of work within the transit and/or transportation industries.
- (d) Experience relevant to the performance of work for federal, state or local agencies (other than those in the transit or transportation industries).
- (e) Previous work performance and quality of completed work.

Provide information that demonstrates customer/client satisfaction with overall job performance and quality of completed work accomplished in the last five (5) years. Explain corrective actions taken, if any, for substandard performance, and any current performance problems such as cost overruns, extended performance periods, etc.

## **Section 2 – Bus Shelter Design** **(20 Points)**

Proposals shall include drawings and complete technical data on the products offered including plan and elevation, concrete pad dimensions and specifications, connection and anchoring details, roof and gutter design, replaceable perforated panels and optional solar lighting system plans and specifications.

Provide complete installation instructions including the solar lighting system.

Upon award and prior to fabrication, the manufacturer shall prepare and submit complete shop drawings for each of the shelters proposed, and engineering calculations signed and sealed by a Texas licensed engineer.

Include an explanation of the bus shelter design that will be submitted as part of this proposal. Discuss the highlights of the design that explain to the CCRTA why this particular design meets the CCRTA's specifications.

Describe your firm's structural design specifications that you consider able to meet the specs in the Technical Specifications.

Describe the details of the maintenance and durability of your firm's style of shelters.

### **Section 3 – Qualifications of Staff** **(20 Points)**

Include a statement describing a staffing plan that identifies the project manager(s) and any other key personnel who will be assigned to the project. Also, discuss the qualifications and experience of each key individual. At a minimum, include the following:

- (a) Proposed project Manager (for this contract) related resume, and previous experience.

Submit, at a minimum, resumes of the project manager(s) and key personnel (inclusive of all relevant joint venture and subcontractor personnel) who will be assigned to the project. Resumes must be complete and concise, featuring experience that is most directly relevant to the task responsible to which the individual will be assigned. Resumes must be dated (e.g., dates of education, experience, employment, etc.) and must state the function(s) to be performed on the project by each of the key personnel.

- (b) Allocation of time to the performance of work under this solicitation and resulting contract by project manager(s) and key personnel.

Discuss the percentage (%) of time to be committed to the project by each of the project manager(s) and designated key personnel.

- (c) Positive results of references for each of the designated key personnel.

Submit, at a minimum, two (2) references with names, addresses, telephone numbers, and contact persons for each of the designated key personnel.

- (d) Organization of the workforce and personnel utilization.

Submit, at minimum, an organizational chart complete with a listing of all job classifications and the number of full and part time employees in each job classification to be used in the work performance. Also, identify which job classification(s) relate to subcontractor personnel.

#### **Section 4 – Qualifications of Subcontractor** **(15 Points)**

This section shall contain the Proposer's subcontracting staffing plan, which shall identify the subcontractor(s) and their associated key personnel who will be assigned to the project and shall discuss the direct qualifications and experience of each key individual. Please include all reference names, current phone numbers and addresses. Additionally, this section should include at a minimum:

- (a) Proposer shall submit applicable resumes of the subcontractor's project manager(s) and key personnel who will be assigned to the project. Resumes must be complete and concise, featuring experience that is most directly relevant to the task responsible to which the individual will be assigned. Resumes must be dated (e.g., dates of education, experience, employment, etc.) and must state the function (s) to be performed on the project by each of the key personnel.
- (b) Proposer's subcontractor(s) for installation of the prefabricated shelters must have a minimum of five (5) years' experience with the installation of the prefabricated shelters or like items within the transit and/or transportation industry.
- (c) All subcontractor(s) must be licensed contractors for the applicable performance of the services being requested.
- (d) Two (2) references with names, addresses, telephone numbers, and contact persons for each of the key personnel.
- (e) Lead on-site supervisor for the subcontractor(s) must have a minimum of two (2) or more years' experience in the installation of the prefabricated shelters.

#### **Section 5 - Disadvantaged Business Enterprise Participation** **(5 Points)**

Firms must describe the type(s) of DBE firm(s) and proposed percentage rate that will be awarded to that firm (i.e. supplies - 8%). The successful firm will be required to complete the enclosed DBE Form Schedules A through C as part of this RFP. (Refer to Special Provisions Concerning Disadvantaged Business Enterprises (DBEs) contained in this RFP for more information). Please contact Laura Yaunk, DBE Liaison Officer at [ccrtadbe@ccrta.org](mailto:ccrtadbe@ccrta.org) for additional information.

**Section 6 - Price Schedule (Appendix A) (Sealed Separately In An Envelope)**  
**(20 Points)**

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

**Section 10 - Certification Forms (Appendix B through I)**

Please do not alter these forms. All forms must be completed, signed, dated and submitted with the proposal.

**2.0 EVALUATION AND AWARD**

- 2.1** The CCRTA will review all proposals for completeness. Those proposals found incomplete or failing to address the needs of the CCRTA as stated herein will not be evaluated. Those proposals furnished complete with all required documentation will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that Proposer whose proposal is deemed most advantageous to, and in the best interest of, the CCRTA and the general public. The evaluation factors in order of importance are as follows:

Section	Evaluation Criteria	Weight (Points)
1	Qualifications of the Firm	20
2	Bus Shelter Design	20
3	Qualifications of Staff	20
4	Qualifications of Subcontractor	15
5	Disadvantaged Business Enterprise Participation	5
6	Price	20
<b>Total</b>		<b>100</b>

- 2.2** The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the price schedule will be opened and included in the evaluation process. Evaluation points for cost will be assigned based on a lowest cost (most points) to highest cost (least points) ranking of proposed cost packages. The maximum points available for price is **20 points**. The CCRTA may select a Proposer for the project after this review if the CCRTA feels it is in the CCRTA's best interest. The CCRTA may also evaluate

each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms. Otherwise, a short-list of interviewees will be established based upon the overall results. After completion of the interviews the evaluation of the proposals will be reviewed and modified as necessary.

### **3.0 PROPOSAL SUBMISSION REQUIREMENTS**

#### **3.1 Submission requirements**

##### **3.1.1 Proposal Availability**

RFP copies may be obtained online at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).

##### **3.1.2 Proposal Submission**

###### **3.1.2.1 Proposals may be hand delivered or mailed to:**

Corpus Christi Regional Transportation Authority  
Staples Street Center  
Attn: Procurement Department  
602 N. Staples Street  
Corpus Christi, Texas 78401

**Proposal for: RFP No. 2021- FP-19 Bus Stop Shelter Amenities**

**If submitting by mail**, Proposers shall submit (1) original and five (5) hard copies of their proposal which must be concise and straightforward, Certification Forms (Appendix B, C, D, F, G, H, I, and J), a copy of the warranty, electronic photos and diagrams/technical drawings, and one (1) electronic version in PDF format supplied on a USB Flash Drive. The Price Schedule (Appendix A) must be submitted in a separately sealed envelope.

**If submitting electronically**, Proposers must submit the proposal in one electronic file along with Certification Forms (Appendix B, C, D, F, G, H, I, and J), a copy of the warranty, electronic photos and diagrams/technical drawings, and submit the Price Schedule (Appendix A) in a separate file. Both files should be clearly titled and submitted together in the same email to [procurement@ccrta.org](mailto:procurement@ccrta.org).

**Only one submission of your proposal is required.** If submitting your proposal by mail, **DO NOT** submit your proposal electronically by email. If submitting your proposal electronically by email **DO NOT** submit it by mail.



### **3.1.3 Late Submittal**

Proposals received after the proposal due date will be deemed non-responsive and will be returned unopened.

## **3.2 Proposal Qualification**

**3.2.1** Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in this RFP will be considered.

**3.2.2** The cover letter must bear the signature of a person duly authorized to legally commit for the Proposer.

### **3.2.3 Proposal Preparation**

All costs of proposal preparation will be borne by the Proposer.

### **3.2.4 Proposal Withdrawal**

Proposals may be withdrawn either personally or by written request prior to the closing time for receipt of proposals. Thereafter, all proposals shall remain valid for a period of one hundred eighty (180) calendar days from the Board approval date.

## **3.3 Release of Information**

The CCRTA shall not release information submitted in response to this RFP 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.

## **TECHNICAL SPECIFICATIONS**

### **1.0 GENERAL (The Following Specifications Are Minimums):**

- 1.1** The Contractor will provide all the labor, equipment and materials to furnish prefabricated shelters.
- 1.2** All structures shall be the product of a qualified manufacturer with verifiable experience of at least ten (10) years in the design and manufacture of transit shelters and related street furniture. Proposers shall provide background of their qualifications to design and fabricate quality street furniture and demonstrate the financial stability to provide long term service back up and replacement parts.
- 1.3** All material and components shall be of first/high quality, selected for longevity to be low-maintenance and maximum in vandal-resistance, weather-resistance and rust-resistance.
- 1.4** Proposers shall provide the names, locations and contact information of at least four customers who have had a similar quantity of the proposed shelters installed for at least five (5) years. The CCRTA shall, at its option, conduct on-site inspections of the referenced sites and interviews with the shelter owners concerning quality and maintainability.
- 1.5** Shelters must be engineered and built to meet or exceed all applicable Texas building codes, wind loads, and seismic load specifications and to be in full compliance with ADA and Texas Accessibility Code. The manufacturer must provide all shop drawings of the shelters, certified by a professional structural engineer, licensed to practice in the State of Texas, including details for accessory components, mounting applications and hardware to ensure all applicable building codes are met.
- 1.6** Drawings shall meet the building permit requirements for the permitting jurisdiction. Signed sealed drawings will be provided in a manner specified by local jurisdictions. Permit drawings shall include the pad thickness required to anchor the shelter in place and detail minimum requirements for installation to support the shelter size and condition. The vendor shall provide one set of signed, sealed structural drawings for each shelter style proposed for review and evaluation by the CCRTA.
- 1.7** Manufacturer shall meet and/or exceed the Federal requirements for Buy America provisions.
- 1.8** At a minimum, both the components and final construction of bus stop furniture (i.e. final product) shall be in compliance with current Americans with Disabilities Acts (ADA) specifications and guidelines by the Contractor.

- 1.9 Only quality materials, workmanship and paints shall be acceptable. All welding shall be performed by a certified fabricator with certified welders. Verification is required.
- 1.10 All welding shall be completed prior to powder coating.
- 1.11 All hardware, concrete anchors and electrical wiring for site installation shall be supplied and shall be procured from the original furniture manufacturer. All nuts, bolts, washers, and hardware shall be Hilti stainless steel.
- 1.12 All hardware, nuts, bolts, washers, anchors, sleeves and related components should meet all SAE Grade eight standards. They shall be rust free materials for a period of not less than ten (10) years. Proposer will specify materials to be used in their proposals.
- 1.13 All fasteners shall be stainless steel and sized to meet specific loads. Any exposed fasteners shall be colored to match the finish of the framework components. Self-tapping fasteners or bolts fastened into threads cut into the aluminum framework at connection points are not acceptable. Tamper-resistant hardware shall be utilized where practical.
- 1.14 All materials and workmanship shall be guaranteed to be free of defects resulting from the use of inferior materials, equipment or workmanship for a minimum of five (5) years from date of installation. **A copy of this warranty must be furnished with the proposal.** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Proposer shall also provide warranty and specify the warranty period for all materials to be free of UV deterioration. Any defects shall be rectified to meet these written specifications at the sole expense of the selected Proposer, including parts and labor, shipping/delivery/handling within a two (2) month period from date of written notification from the CCRTA.
- 1.15 Replacement parts must remain available for a period of seven (7) years from the date of acceptance of the shelters by the CCRTA.
- 1.16 The selection of the most attractive and effective design shall be solely at the discretion of the CCRTA.
- 1.17 The vendor shall provide one set of signed, sealed structural drawings for each shelter style proposed for review and evaluation by the CCRTA
- 1.18 Ordering:

- 1.18.1** Any supplies and services to be furnished under this contract shall be obtained by the issuance of a Purchase Order. Purchase Orders shall be issued directly from the CCRTA.
- 1.18.2** All Purchase Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Purchase Order and this contract, the contract shall prevail.

## **2.0 SHELTER SPECIFICATIONS (Applicable to All Size Shelters)**

### **2.1 General**

#### **2.1.1 References**

- 2.1.1.1** The Aluminum Association – Aluminum Design Manual 2010.
- 2.1.1.2** American Welding Society – AWS Standard D1. 1-10 & D1 2-08.
- 2.1.1.3** ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures.
- 2.1.1.4** ASTM B 209 Specification for Aluminum and Aluminum Alloy - Sheet and Plate.
- 2.1.1.5** ASTM B221 Specification for Aluminum and Aluminum Alloy – Extruded Bars, Rods, Wire, Profiles, and Tubes.
- 2.1.1.6** Americans with Disabilities Act of 1990 (ADA).
- 2.1.1.7** Buy America 49 USC 5323(j)(1) and 49 CFR Part 661.
- 2.1.1.8** NASA Atmospheric Science Data Center - Monthly Averaged Insolation (sun-hours) Incident on a Horizontal Surface 22-year Average, and Minimum and Maximum Difference from Monthly Averaged Insolation.
- 2.1.1.9** OSHA Nationally Recognized Testing Laboratory Certification.

### **2.2 Submittals**

- 2.2.1** Manufacturer's product brochures and specifications.
- 2.2.2** Manufacturer's top-level shelter design drawings, including elevations and connection details.
- 2.2.3** Structural engineering design documents, stamped, signed, and sealed by licensed structural engineer in the state of Texas.

- 2.2.4 Samples of shelter finish as necessary.
- 2.2.5 Manufacturer's shelter installation instructions.
- 2.2.6 Manufacturer's warranty documentation.
- 2.2.7 Buy America Certification.
- 2.2.8 Quality Assurance Certificate of Compliance.

### 3.0 SHELTER DESIGN

As part of the proposal package, the Proposer shall include color photos of the shelter(s) being offered. These photos shall be of a high quality in terms of resolution, color, and clarity so that the CCRTA's staff evaluators can easily see all features of the proposed shelter. At least five (5) different photos shall be provided of the shelter to show the shelter in a front view, a side view, a rear view, an angled view, and an aerial view showing the top of the shelter. Proposers shall also include diagrams and/or technical drawings of each proposed shelter that clearly indicates the dimensions (length, width and height), materials used, and the installation details specific to the interface with sidewalk. **Electronic copies of these photos and diagrams/technical drawings shall also be provided as part of the proposal package.**

The Proposer shall propose how special the CCRTA's branding components can be integrated on the shelter, bench, and trash receptacle.

- 3.1 The design of shelters shall be modern, timeless, of high-aesthetic value, and harmonious with the characteristics of CCRTA's built environment.
- 3.2 The shelter design shall be stamped, signed, and sealed by a State of Texas licensed professional structural engineer, and stamped, signed and sealed structural engineering calculations shall be provided by the manufacturer.
- 3.3 Shelters shall be engineered to meet or exceed all applicable wind, snow and seismic loads.
- 3.4 Shelters shall be designed and manufactured in full compliance with local building codes.
- 3.5 The design shall be modular to ensure consistent fit and reduced kit of parts.
- 3.6 The design shall include opportunity for agency branding through choice of color, logo placement or other means.
- 3.7 The design shall be completed and documented using AutoDesk Suite digital 3D design software.
- 3.8 Shelters shall be painted with a powder coat finish and be free from fading, solar

degradation and discoloration through the use of cleaning products throughout the length of warranty period. Proposals shall include information on the warranty period. The powder coating process shall produce no volatile organic compounds (VOCs). The powder coat finish shall be created for durability in outdoor use and withstand graffiti removal solvents. The finish shall be warranted against lifting, peeling, rusting, oxidizing or flaking. Touch up materials that match the coating materials and topcoat color shall be provided by the contractor.

- 3.9** Shelters shall be pre-fabricated and shipped disassembled for ease of handling, fast on-site installation and easy parts replacement in the event of street incidents. All detail shop drawings, details of materials, fabrication, assembly and framing details, erection drawings, parts list and field installation instructions shall be included. Each shelter shall be numbered.

#### **4.0 QUALITY ASSURANCE**

- 4.1** The manufacturer shall have a minimum of ten (10) years' experience in design and fabrication of transit shelters.
- 4.2** The manufacturer shall be an Approved Fabricator or equivalent certified by a third-party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

#### **5.0 WARRANTY**

- 5.1** The manufacturer shall provide a Limited Lifetime Structural Warranty on shelter and minimum five (5) year warranty on all other components.
- 5.2** The manufacturer shall warranty the material finish against defects for a period of five (5) years.
- 5.3** The manufacturer shall maintain inventory of replacement parts for ten (10) years after the delivery of shelter(s).

#### **6.0 BUY AMERICA**

- 6.1** As applied to manufactured products, shelters shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

#### **7.0 AMERICANS WITH DISABILITIES ACT (ADA)**

- 7.1** As designed, shelters shall be 100% complaint with ADA provisions and related Federal guidelines, and shall remain compliant if installed per manufacturer instructions.

## **8.0 PRODUCT**

### **8.1 Manufacturer**

**8.1.1** Shelters shall be Signature Crescent Model 32501-00 as manufactured by Tolar Manufacturing Company, Inc., or Approved Equals.

### **8.2 Materials**

**8.2.1** All structural steel shall be ASTM A-36, minimum yield strength 36,000 PSI, unless otherwise noted.

**8.2.2** All structural aluminum components shall be minimum 6061-T6 alloy, unless otherwise noted.

**8.2.3** All aluminum extrusions shall be custom designs.

**8.2.4** Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on specific plans.

### **8.3 Fabrication**

**8.3.1** All holes shall be drilled or punched.

**8.3.2** Steel welding shall conform to AWS Standard D1. 1-10. Electrodes shall conform to AWS A5.1 Class E70S-5.

**8.3.3** Aluminum welding shall conform to AWS Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.

**8.3.4** All welding shall be done at Tolar Manufacturing Company, Inc. facility. No on-site welding is performed.

**8.3.5** All welding must be performed by AWS Certified welders.

### **8.4 Sizes**

**8.4.1** Standard Depths: 5' nominal roof dripline.

**8.4.2** Standard Lengths: 9', 13' or 17' nominal roof drip line.

**8.4.3** Optional Depth: 3' or 7' nominal roof dripline.

**8.4.4** Nominal dimensions based on roof perimeter size (drip line).

## **8.5 Columns/Posts**

**8.5.1** Four (4) columns fabricated of aluminum material.

**8.5.1.1** Aluminum shall be 6061-T6.

**8.5.2** Formed of continuous extruded aluminum I-beam shape with:

**8.5.2.1** Overall 6" by 4" dimension.

**8.5.2.2** 3/8" wall thickness front and rear plates.

**8.5.2.3** 1/4" web wall thickness.

**8.5.3** Fabricated or built up welded aluminum materials forming I-beam shape shall not be utilized.

**8.5.4** Tops of columns shall have a welded plate with mounting eye for roof rafter attachment.

**8.5.4.1** Aluminum shall be 6063-T6 with minimum thickness of 1/2".

**8.5.4.2** Top Plates shall be welded to I-beam columns.

**8.5.5** For surface mounting, I-beam columns utilize surface mounted shoe plates of aluminum material.

**8.5.5.1** Aluminum shall be 6063-T6 with minimum thickness of 3/4".

**8.5.5.2** Shoe plates are welded to I-beam columns.

**8.5.5.3** Shoe plates are pre-drilled with 5/8" diameter holes for anchor placement.

**8.5.6** All columns shall have a decorative escutcheon to fully cover shoes and anchors.

**8.5.6.1** Escutcheons shall be removable 2-piece construction, secured with tamperproof stainless-steel hardware.

**8.5.6.2** Escutcheons shall be formed from .090 aluminum sheet.

## **8.6 Rafters**

**8.6.1** Each Post shall be connected to a roof rafter fabricated of aluminum material.

**8.6.1.1** Aluminum shall be 6063-T6 with minimum thickness of 1/2".



- 8.6.2** Rafter shall be fully welded to form a custom tapered shape.
- 8.6.3** Rafter shall fasten to the column top plate with stainless steel hardware.
- 8.6.4** Rafter shall be connected to column by adjustable rear strut of 1 1/2" solid round aluminum rod and 1/2" strut plate.
- 8.6.5** Center rafter shall include custom diameter round hole for mounting 8W LED light fixture, and interior raceway for associated wiring.

## **8.7 Roof**

- 8.7.1** Roof shall be offset radius design.
- 8.7.2** Roof structure shall provide 8' minimum clear height.
- 8.7.3** Roof panels shall be formed from solid .090 Aluminum sheet.
- 8.7.4** Roof panels are secured to rafters with extruded aluminum pressure rib, with integrated channel and factory installed rubber gasket, secured by Tek screws. Pressure ribs shall provide leak proof performance without additional sealants. No silicone sealers shall be used.

## **8.8 Walls**

- 8.8.1** Wall panels include back walls, and partial downstream end wall.
- 8.8.2** Rear wall panels are formed from .090 perforated aluminum panels in aluminum channel frames.
  - 8.8.2.1** Perforated aluminum panels with 60% blockage using 1/4" perforation on 3/8" staggered center pattern.
  - 8.8.2.2** Panels are rolled in a single sheet for ease of installation.
  - 8.8.2.3** Panels are mechanically fastened to a rolled aluminum frame. Frames a structural aluminum tube and mechanically fastened to the I-Beam posts and secured by stainless steel hardware.
- 8.8.3** Single downstream end wall panel is formed from .090 perforated aluminum sheet, with aluminum tube frame.
  - 8.8.3.1** Single panel shall be attached to downstream end column only.
  - 8.8.3.2** Frame and panel sized to match roof dripline.
  - 8.8.3.3** Fully welded end panel screen and frame with no mechanical fasteners.

**8.8.3.4** Perforated aluminum panel with 60% blockage using 1/4" perforation on 3/8" staggered center pattern.

**8.8.3.5** Outside End panel frame includes mounting shoe and escutcheon for surface mount using stainless steel anchors.

**8.8.3.6** Inside end panel frame includes four welded brackets for mechanical attachment to end column I-beam using stainless steel hardware.

## **9.0 INTEGRATED SOLAR SECURITY LIGHTING**

**9.1** Solar units must be capable of mounting to all shelters. Solar panels to be of low-profile design for aesthetic and vandal resistant purposes and use security hardware to fasten to the shelter roof. Each solar unit will have a serial number assigned and visible from the interior of the shelter.

**9.2** Solar units to be designed to include vandal resistant hardware and designed to withstand abuse from potentially damaging individuals. Security fasteners will be used for any exposed points.

**9.3** Solar illumination for shelters is to be for the interior seating area of the shelter only.

**9.4** Proposal shall provide detailed information including the illumination level, illumination coverage, location(s) of the lighting, proposed locations and dimensions of solar panel, battery solar light and other ancillary components, and a replacement plan (replacement cycle and costs). The placement of the solar panels and battery shall discourage vandalism and have minimal impact to the aesthetics of the shelter.

**9.5** Solar units must be of modular design to allow for independent replacement of solar collector, light bar, light fixtures/bulbs, batteries and lighting control module. Replacement part numbers to be provided.

**9.6** Battery component shall be industry approved rechargeable, non-spillable, sealed, AGM (absorbed glass mat). Batteries must be capable of providing three (3) to five (5) years of trouble-free charging and discharging and warranted for a three (3) year non-pro-rated period.

**9.7** Solar units will have a five (5) year minimum warranty on all major components, excluding batteries.

### **9.8 Integrated Solar Lighting System Specifications**

**9.8.1** Lighting system is solar powered rooftop mounted enclosure providing a complete enclosed power system in the appropriate size for each shelter size and lighting requirement, including three optional sizes:

- 9.8.1.1** RMS70 – 70W monocrystalline photovoltaic panel with three (3) 19 Amp Hour batteries.
- 9.8.1.2** RMS100 – 100W monocrystalline photovoltaic panel with five (5) 18 Amp Hour batteries.
- 9.8.1.3** RMS170 – 170W monocrystalline photovoltaic panel with eight (8) 18 Amp Hour batteries.
- 9.8.2** Lighting system shall be UL Listed or approved equivalent OSHA NRTL registered certification mark. Certification shall be for the entire system. Individual component certification is not acceptable.
- 9.8.3** Lighting shall consist of one (1), two (2), or three (3) 8W round LED fixtures integrated into roof rafters, depending upon the shelter size.
  - 9.8.3.1** LED fixtures provide a minimum of five (5) foot candles brilliance at bench height.
  - 9.8.3.2** LED fixtures are factory installed in roof rafter, with all associated wiring installed prior to shipment.
- 9.8.4** Solar powered lighting systems shall provide for a minimum of seven (7) days' autonomous operation as calculated for the specific system load and geographic location, with load calculations and light plots provided.
- 9.8.5** Solar powered lighting systems shall provide for dusk to dawn operation and transition detection independent of overhead light levels.
- 9.8.6** Solar powered lighting systems shall provide for timed dimming and automatic shut off preset programming.

## **10.0 INTEGRATED SMART REAL TIME PASSENGER INFORMATION SIGNAGE (RTIS)**

- 10.1** RTIS sign is powered by integrated rooftop mounted photovoltaic power system in either of two sizes:
  - 10.1.1** RMS170 – 170W monocrystalline photovoltaic panel with ten (10) 18 Amp Hour batteries
  - 10.1.2** RMS340 – 340W monocrystalline photovoltaic panel with twelve (12) 18 Amp Hour batteries
- 10.2** RTIS is GDS eTela Ruggedized E-Ink Display with the following configuration:
  - 10.2.1** GDS Model ETL32001 32" E-Ink display
    - 10.2.1.1** Portrait or Landscape mounting and display option

**10.2.1.2** Overall size 18.5" X 30" X 1.5"

**10.2.1.3** Active display area of 15" x 27" (32" Diagonal)

**10.2.2** GDS Model ETL 13002 13" E-Ink Display

**10.2.2.1** Portrait mount design

**10.2.2.2** Overall size 19" x 10.25" x 2

**10.2.2.3** Active Display Area 10.8" x 8.15" (13" Diagonal)

**10.3** RTIS displays have the following common features:

**10.3.1** Content Management System for RTIS Sign Programming and Management

**10.3.2** Open API Feed for Real Time Passenger Information

**10.3.3** 12V DC Solar Power

**10.3.4** 4G Cellular Modem

**10.3.5** Security and Anti-Glare Front Glass

**10.3.6** IP67 Rated Display Enclosure

**10.3.7** Integrated mounting brackets, electrical wiring, and external antenna wiring for shelter walls and roof

**10.3.8** One (1) Year warranty from final installation included

**10.4** Additional cost items are contracted between owner (end user) and GDS for ongoing support and data services:

**10.4.1** Annual Extended Hardware warranty after year

**10.4.2** One-time Fleet watch RTS Custom Web Portal for sign content management

**10.4.3** Annual SaaS Agreement for cellular data communication

**10.5** RTIS sign is integrated into shelter with mounting at back wall of shelter to meet ADA and performance guidelines.

## **11.0 FASTENERS**

**11.1** Fasteners shall be stainless steel.

- 11.2 Exposed fasteners shall be tamper-proof.
- 11.3 Ground attachment anchors shall be sized to meet wind load requirements, and shall be Hilti Kwik Bolt TZ, in conformance with ICC-ESR-1917.

## 12.0 FINISH

- 12.1 Shelters shall be finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.
- 12.2 Finish color selected **Sparkle Silver with Clear Coat**. Custom colors available upon request.
- 12.3 Super Durable powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.
- 12.4 Super Durable powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub

## 11.0 INCLUDED AMENITIES

### 11.1 Bench

As part of the proposal package, Proposers will include color photographs of the benches being offered. The benches shall be designed and manufactured in a manner and with materials that are consistent with proposed shelters to ensure a uniform appearance.

Bench shall be surface mounted, with provision for leveling on sloped pad using lag bolts to secure to adjustable shoes. The style of bench shall match with the style of the shelter. Exposed hardware shall be anti-graffiti, vandal resistant and secured. The design and materials shall be low-maintenance and shall discourage the incidents of and reduce the impacts of marring and graffiti. Material used should provide protection from color fading, solar degradation and discoloration through the use of cleaning products throughout length of warranty period. Specifications for cleaning products and graffiti removing chemicals that will not harm the paint or materials should be included in proposal.

Benches to be finished in matching powder coat finish with the aesthetics of the shelter. All mounting hardware shall be corrosion resistant.

Each bench must include instructions, individual hardware, labeled and numbered for each shelter.

#### 11.1.1 Bench Specifications

##### 11.1.1.1 6' Mesa Advertising Bench – Model 35787-121 or Approved

Equal.

- 11.1.1.2** Standard size advertising back providing viewable area of 22" by 70" with plywood backer board and clear acrylic lens.
- 11.1.1.3** All Aluminum, fully welded bench frame construction.
- 11.1.1.4** Bench seating surface of black HDPE recycled plastic slats.
- 11.1.1.5** Two (2) cast aluminum bolt on raised seat delineator bars create three (3) seating areas.

## **11.2 Trash Receptacle**

As part of the proposal package, Proposers will include color photographs of the trash receptacles being offered. The trash receptacles shall be designed in consistent styles as the proposed shelters and benches.

A trash receptacle shall be placed at each shelter site on a firm or ground surface. The receptacle should be designed to be secured to a concrete slab; UV protected hardware and weather-resistant surface coating (i.e. thermally bonded powder coating or thermoplastic coating) to provide maintenance-free maximum lifespan;

Receptacles to be finished in matching powder coat finish with the aesthetics of the shelter. All mounting hardware shall be corrosion resistant. Proposer shall provide details on materials of proposed receptacles. Exposed hardware shall be anti-graffiti, vandal resistant and secured. Material used should provide protection from color fading, solar degradation and discoloration through the use of cleaning products throughout length of warranty period. Specifications for cleaning products and graffiti removing chemicals that will not harm the paint or materials should be included in proposal. Each trash receptacle must include instructions, individual hardware, labeled and numbered for each shelter.

### **11.2.1 Trash Receptacle**

- 11.2.1.1** 44 Gallon Crescent Trash Receptacle – Model 20953-00.b) or Approved Equal. All aluminum four-sided square receptacle with dome cover, designed to match Crescent shelter.
- 11.2.1.2** Formed from four square tube aluminum posts, with .090 perforated aluminum side panels and .090 solid aluminum sheet dome cover.

(1) Standard Height 50"

(2) Standard Width: 32"

**11.2.1.3** Three fixed side panels, with single side hinged, lockable, door panel for removal and replacement of liner.

**11.2.1.4** Removable 44 Gallon solid rubber liner included.

## **12.0 OPTIONAL INCLUDED AMENITIES**

**12.1** Map Case/Schedule Holder – Model 10076-00

**12.1.1** 24" x 36" standard map case

**12.1.2** Aluminum construction with removable arm design

**12.1.3** Tamperproof mounting hardware for perforated metal surface or shelter end wall

**12.1.4** 3/16" clear tempered glass lens

## **13.0 EXECUTION**

**13.1 Shipping and Storage**

**13.1.1** It shall be the responsibility of the Proposer to make all arrangements for delivery. Materials shall be delivered on pallets. Individual items shall be wrapped and secured to pallets so as to protect them during delivery and storage. All risks of loss or damage to the materials and equipment during and until installation as a result of fire, theft, water, malicious mischief or other cause shall be borne by the Proposer.

**13.1.2** This responsibility shall continue until receipt of and acceptance of the finished shelters and amenities by the CCRTA. The installation hardware must have complete illustrated instructions, be labeled, numbered, and packaged individually for each shelter installation.

## **14.0 INSTALLATION**

**14.1.** Manufacturer provides all necessary installation hardware.

**14.2** Manufacturer provides complete detailed installation instructions.

**14.3** Shelter installation shall be performed by a qualified local installer. It is the Contractor's responsibility to hire the local installer to provide for the assembly and installation of all shelter amenities, as part of the Proposal.

**14.4** CCRTA will provide the level concrete pad of appropriate size and thickness as specified by shelter design.

## **15.0 SOLAR LIGHT AND BENCH**

**EcoSeat Solar Bus Stop, Model 33044-01KIT or APPROVED EQUALS.**

### **GENERAL**

#### **15.1 REFERENCES**

- 15.1.1** American Welding Society – AWS Standard D1.1-102 & D1.2-08
- 15.1.2** ASCE 7 2010 Minimum Design Loads for Buildings and Other Structures
- 15.1.3** Americans with Disabilities Act of 1990 (ADA)
- 15.1.4** Buy America 49 USC 5323(j)(1) and 49 CFR Part 661

#### **15.2 SUBMITTALS**

- 15.2.1** Manufacturer's product brochures and specifications.
- 15.2.2** Manufacturer's top-level design drawings. Include elevations and connection details, as necessary.
- 15.2.3** Signed and sealed structural engineering design documents for state of installation, as necessary.
- 15.2.4** Samples of finish, as necessary.
- 15.2.5** Manufacturer's installation instructions.
- 15.2.6** Manufacturer's warranty documentation.
- 15.2.7** Buy America Certification
- 15.2.8** Quality Assurance Certificate of Compliance.
- 15.2.9** Manufacturer's product brochures and specifications for antibacterial coating for shelter amenities.

#### **15.3 DESIGN**

- 15.3.1** Products shall be engineered to meet or exceed all applicable wind, snow, and seismic loads.
- 15.3.2** Products shall be designed and manufactured in full compliance with local building codes.



- 15.3.3** Design shall be modular to ensure consistent fit and reduced kit of parts.
- 15.3.4** Design shall include opportunity for agency branding through choice of color, logo placement or other means.

#### **15.4 QUALITY ASSURANCE**

- 15.4.1** Manufacturer shall have a minimum of 10 years' experience in design and fabrication of transit products.
- 15.4.2** Manufacturer shall be a Nueces County Approved Fabricator or equivalent certified by a third-party agency to meet or exceed International Accreditation Service (IAS), International Building Code, and American Institute of Steel Construction (AISC) quality fabrication standards.

#### **15.5 WARRANTY**

- 15.5.1** Limited Lifetime Structural Warranty.
- 15.5.2** Material finish warranted against defects for a period of one year.
- 15.5.3** Manufacturer shall maintain inventory of replacement parts for ten (10) years after delivery.

#### **15.6 BUY AMERICA**

- 15.6.1** As applied to manufactured products, products shall be 100% Buy America compliant and certified by manufacturer to meet 49 USC 5323(j)(1) and 49 CFR Part 661 for manufactured components.

#### **15.7 AMERICANS WITH DISABILITIES ACT (ADA)**

- 15.7.1** As designed, products shall be 100% compliant with ADA provisions and related Federal guidelines, and shall remain compliant if installed per manufacturer instructions.

### **16.0 PRODUCT**

#### **16.1 MANUFACTURER**

- 16.1.1** Bench shall be as Model 33044-01KIT as manufactured by Tolar Manufacturing Company, Inc. OR AN APPROVED EQUAL.

#### **16.2 MATERIALS**

- 16.2.1** All structural aluminum shall be of alloy 6063-T5 or greater.

**16.2.2** Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on specific plans.

**16.2.3** All aluminum extrusions shall be custom designs.

### **16.3 FABRICATION**

**16.3.1** All holes shall be drilled or punched.

**16.3.2** Aluminum welding shall conform to AWS Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.

**16.3.3** All welding shall be done at the Manufacturing Company, Inc. facility. No on-site welding is performed.

**16.3.4** All welding must be performed by AWS Certified welders.

### **16.4 SIZE**

**16.4.1** Designed for two (2) seated persons

**16.4.2** Standard Depth: 15" nominal

**16.4.3** Standard Length: 39" nominal

**16.4.4** Standard Height: 18" nominal

**16.4.5** Nominal dimensions based on outside measurements

**16.4.6** Custom dimensions available to meet aesthetic or other design criteria

### **16.5 SEAT PLATFORM**

**16.5.1** Fabricated of custom aluminum extrusion and supported by fully welded angled gussets

**16.5.2** Platform surface material is HDPE recycled plastic slats

**16.5.2.1** Mechanically fastened to seat platform supports

**16.5.3** Center post support of 2 1/2" tube with fully welded 1/2" aluminum base plate

**16.5.4** Center post support allows for sleeve and mechanical fastening of standard signpost

**16.5.5** Standard 1 1/2" x 1 1/2" galvanized steel perforated signpost

## **17.0 INTEGRATED SOLAR SECURITY LIGHTING**

### **17.1 PV Stop + solar pole stop lighting system OR APPROVED EQUALS**

**17.1.1** 20-Watt Photovoltaic panel

**17.1.2** 20 Amp Hours, 12V Lithium Ion battery

**17.1.3** 5-day minimum battery autonomy

**17.1.4** Factory programmed Electronic Control Module (ECM)

**17.1.5** Programmable, automatic dusk-to-dawn and ADA push button activation

**17.1.6** Three (3), 3-Watt LED luminaires provide general bus stop area lighting

**17.1.7** UL Listing

**17.1.8** Aluminum housing finished in standard RAL powder coat colors

**17.1.9** Agency colors and branding included

## **18.0 ANCHORS**

**18.1** Fasteners shall be galvanized zinc or stainless steel for bench anchoring to suitable concrete pad.

**18.1.1** Anchors are Hilti Sup-R Stud 1/2" x 3 3/4" or similar as specified by structural calculations

## **19.0 FINISH**

**19.1** All metal components finished in Super Durable powder coating baked enamel finish, with 4-5 mil final thickness.

**19.2** Finish color selected from standard TCI RAL color chart. Custom colors available upon request.

**19.3** Powder coat finish meets ASTM D3359-02 Standard Test Method for Measuring Adhesion by Tape.

**19.4** Powder coat finish meets ASTM D4752-10 Standard Test Method for Measuring MEK Resistance of Ethyl Silicate

(Inorganic) Zinc-Rich Primers by Solvent Rub

**19.5** Propose an antibacterial coating for the shelter amenities.

## **20.0 SHIPPING AND STORAGE**

- 20.1** Benches are packaged and crated for delivery in knockdown and unassembled condition.
- 20.2** Delivery and unloading requires customer supplied pallet jack or forklift.
- 20.3** Store benches in clean, dry, and level area and covered with waterproof, breathable tarpaulin.
- 20.4** Do not stack crates.
- 20.5** Do not store wrapped/package products in direct contact with the sun or rain.

## **21.0 INSTALLATION**

- 21.1** Manufacturer provides all necessary installation hardware.
- 21.2** Manufacturer provides complete detailed installation instructions.
- 21.3** Surface installation requires level concrete pad of appropriate size and thickness.
- 21.4** Shelter installation shall be performed by manufacturer certified and qualified local installer

## **22.0 (POLE SUPPLIED BY OTHERS)**

### **GENERAL NOTES:**

- 22.1** All structural steel, unless otherwise noted, shall be ASTM A-36, minimum yield strength 36,000 PSI.
- 22.2** All structural aluminum members, unless otherwise noted, shall be of alloy 6063-T5 or greater.
- 22.3** All holes to be drilled or punched.
- 22.4** Steel welding shall conform to American Welding Society. Standard D1. 1-10 Electrodes shall conform to AWS 5.1 class #70S-5, Class E70S-5.
- 22.5** Aluminum welding shall conform to American Welding Society Standard D1. 2-08. Electrodes shall conform to AWS/SFA 5.10 Class ER4043.
- 22.6** All welding to be done at manufacturing company's facility.
- 22.7** All Corporate procedures, including fabrication, must be in compliance with the manufacturing co. quality control manual.

**22.8** The concrete pad sizes shown are standard minimum requirements and are for reference only. Machine screw, 3/8" – 16 X 3-1/2", button HD, socket drive, stainless steel, with flat washer & lock washer.

## **23.0 PV-Stop OR APPROVED EQUALS+**

### **23.1 Product Specifications**

- Solar array size: 20W
- Battery: 20Ah, 12.8V
- Battery chemistry: LiFePO4
- Battery autonomy: 5+ nights
- Luminaires: up to 3, 3W each
- Controller: Urban Solar ECM(TM) with real time clock and low voltage disconnect
- I/O: power with low voltage disconnect, battery state of health data via RS232/RS485
- Lighting profile: fully customizable, optional push-button activation
- Operating range: -4 to 140 °F (-20 to 60 °C)
- Pole dimensions: round or square, 1.75" to 2.75" Diameter
- High intensity LED security downlight with programmable automatic operation via USC ECM.
- Example of pole - 1.75", square by 10 feet 126.5"
- Up to 3 luminaires to provide security lighting exactly where you need it

## **24.0 Contract Term**

The term of the contract is Three (3) Years with a Two (2) Year Option.

## 25.0 Quantities

### Estimated quantities for Three Years:

No.	Description	Estimated Units for 2021 - 2024
1	13' X 5' Non-Advertising Shelter	350
2	6' Advertising Bench with Seat Separators	566
3	44 Gallon Trash Can with Locking Mechanism and Rubber Liner	453
4	Solar Lighting	350
5	Smart 13' Shelter with 32" Digital Monitor	1
6	Beacon Light	230
7	Seating for two for Beacon Light	230
8	Labor for Installation of three-year (3) base amenities	
9	Freight for shipment of all amenities for three-year (3) base	

**Estimated quantities for Two Year Option:**

<b>No.</b>	<b>Description</b>	<b>Estimated Units for Two Year Option</b>
1	13' X 5' Non-Advertising Shelter	50
2	6' Advertising Bench with Seat Separators	266
3	44 Gallon Trash Can with Locking Mechanism and Rubber Liner	153
4	Solar Lighting	50
5	Smart 13' Shelter with 32" Digital Monitor	2
6	Beacon Light	230
7	Seating for two for Beacon Light	230
8	Labor for Installation of amenities	
9	Freight for shipment of all amenities	

# **EXHIBIT I**

# **DRAWINGS**

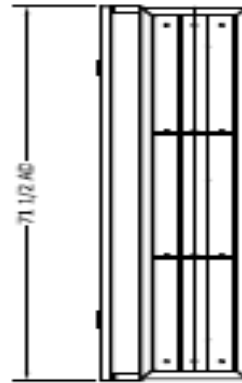




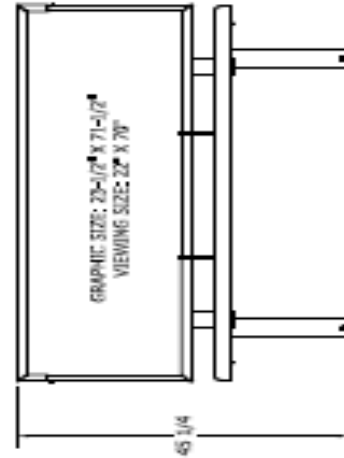
REVISION HISTORY			
NO.	REV.	DESCRIPTION	DATE
1			

#### GENERAL NOTES:

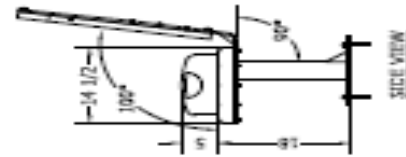
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6061-T6 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. WOL ELECTRODES SHALL CONFORM TO AWS A5.1 CLASS E70-XX. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. WOL ELECTRODES SHALL CONFORM TO AWS A5.10 CLASS ER40-XX.
5. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
6. ALL WELDING SHALL CONFORM TO TOLAR MANUFACTURING CO. WPS QUALITY CONTROL MANUAL.



TOP VIEW

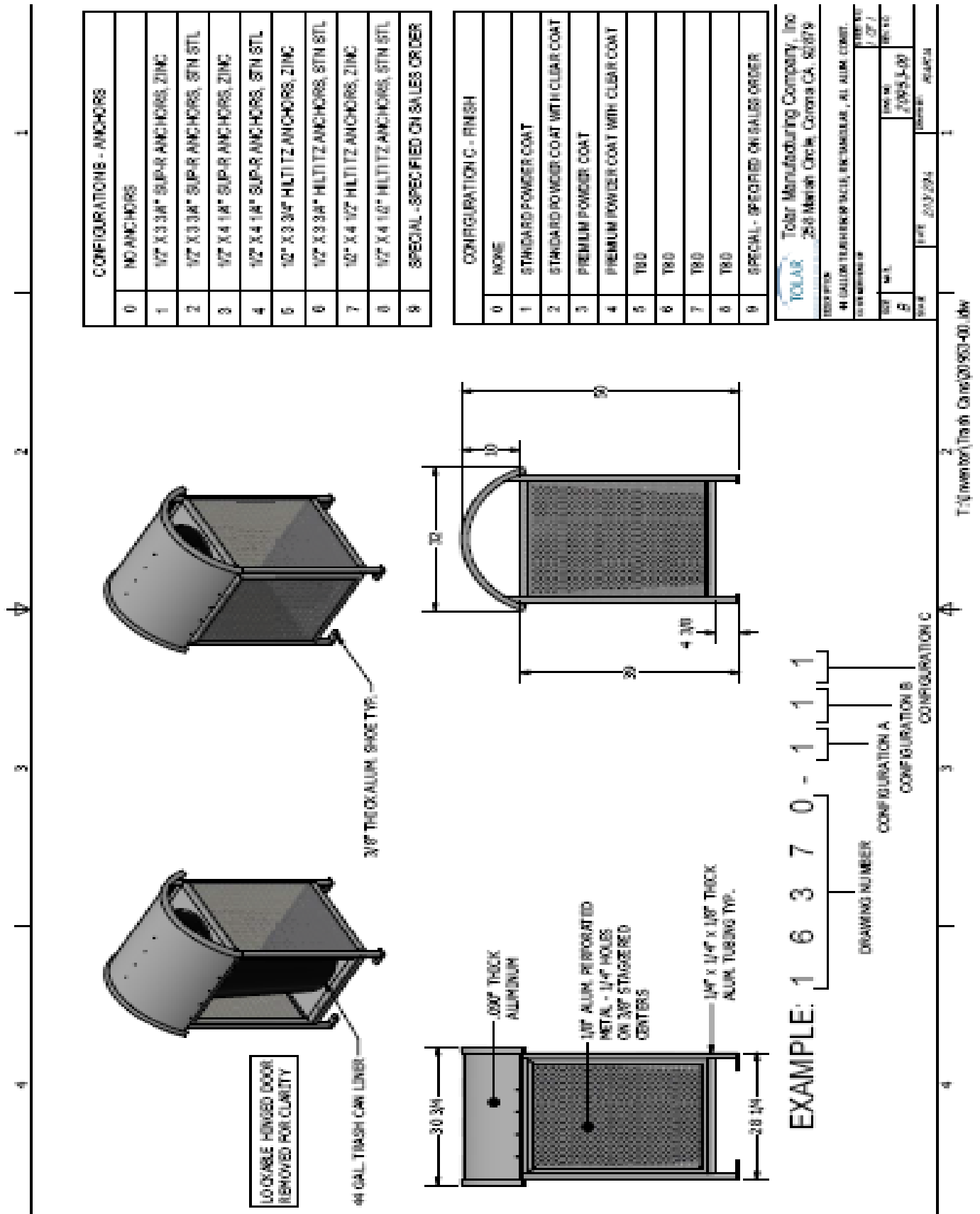


FRONT VIEW



SIDE VIEW

Tolar Manufacturing Company, Inc. 2018 Martin Circle Corona CA 92719			
SECTION	NO.	6' MESA AD BENCH WITH 2 V-BARS	
CONTRACTOR		CORPUS CHRISTI, TX	
DATE	NO.	DATE	NO.
8		3/27/20	
DATE	NO.	DATE	NO.
8/23/2019		8/23/2019	



## **STANDARD SUPPLY AGREEMENT TERMS AND CONDITIONS**

### **1. TERM.**

The term of this Supply Agreement shall be for the period specified in the Request for Proposals, with the option to extend for one or more additional periods as specified in the Request for Proposals, subject to the approval of the CCRTA.

### **2. DESCRIPTION – SALE OF GOODS.**

Contractor shall transfer and deliver to the CCRTA and the CCRTA shall pay for and accept all of the CCRTA's requirements during the referenced term of the Agreement for all of the items listed and described in the Proposal documents. Quantities shown are merely estimates and do not obligate the CCRTA to order or accept more than the CCRTA's actual requirements during the period of this Agreement, nor do the estimates limit the CCRTA from ordering less than its actual needs during the period of this Agreement, subject to availability of appropriated funds.

### **3. CONTRACTOR TO PACKAGE GOODS.**

Contractor shall package all goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) CCRTA's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Contractor shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The CCRTA's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

### **4. NO SHIPMENTS UNDER RESERVATION.**

Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of goods.

### **5. TITLE AND RISK OF LOSS.**

The title and risk of loss of the goods shall not pass to the CCRTA until it actually receives and takes possession of the goods at the point or points of delivery. The terms of this Agreement are "no arrival, no sale."

## 6. PURCHASE OR RELEASE ORDER.

The CCRTA shall exercise its right to specify time, place, and quantity to be delivered in the following manner: Any of the CCRTA's separate departments or divisions may send to Contractor a purchase or release order signed by an authorized agent of the department or division. The order shall refer to this Supply Agreement and shall specify item, quantity, delivery date, shipping instructions and receiving address of the ordering department or division. The CCRTA shall have the right to inspect the goods at delivery prior to acceptance.

## 7. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.

Each installment or lot of goods delivered under this Agreement is dependent on every other installment or lot, and a delivery of non-conforming goods or a default of any nature on one installment or lot will impair the value of the whole Agreement and shall constitute a breach of the Agreement as a whole.

## 8. NO REPLACING DEFECTIVE TENDER.

Every tender or delivery of goods must fully comply with all provisions of this Agreement as to time of delivery, quality, fitness or use and the like. If a tender is made which does not fully conform, such failure shall constitute a breach of the Agreement, and Contractor shall not have the right to substitute a conforming tender; provided, however, that if the time for performance is not yet expired, the Contractor may reasonably notify the CCRTA of its intention to cure and may then make a conforming tender within the required time.

## 9. INVOICES AND PAYMENTS.

Contractor shall submit separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents. Invoices shall indicate the contract number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable should be attached to the invoice and mailed to the Corpus Christi RTA – Staples Street Center, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401 or emailed to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org). Payment shall not be due until thirty (30) days after the date the above instruments are submitted or delivery, whichever is later. In the event payment has not been made by the due date, the Contractor shall submit a reminder invoice marked "order due." The CCRTA reserves the right to review all of Contractor's invoices after payment and recover any overcharge resulting from such review.

### 9.1 Prompt Payment

9.1.1 The Offeror 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 Offeror 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.

9.1.2 The Offeror 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.

10. WARRANTY-PRICE.

The price to be paid by the CCRTA shall be that price contained in Contractor's Price Schedule which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this Agreement for similar quantities under similar conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the CCRTA may cancel this Agreement without liability to Contractor for breach for Contractor's actual expenses. If the stated price includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling or equipment and any process sheets related thereto shall become the property of the CCRTA.

11. WARRANTY-PRODUCT.

Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this Agreement voidable at the option of the CCRTA. Contractor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the proposal documents, and to the sample(s) furnished by the Contractor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern. The goods furnished shall be new and of good and merchantable quality in workmanship and materials.

12. WARRANTY-SAFETY.

Contractor warrants that the product sold to the CCRTA shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the CCRTA may return the product for correction or replacements at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction may be made by the CCRTA at Contractor's expense.

13. WARRANTY-INFRINGEMENTS.

Contractor agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, it shall notify the CCRTA to this effect in writing within two weeks after signing of this Agreement. If the CCRTA does not receive notice and is subsequently held liable for the infringement or the like, Contractor shall indemnify the CCRTA for any damages due to such claim. If Contractor in good faith ascertains that delivery of the goods in accordance with the specifications will

result in infringement or the like, this Agreement shall be null and void except that the CCRTA shall pay Contractor for the reasonable cost of its search as to infringements.

14. ESTIMATED QUANTITIES.

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

15. SUBSTITUTE SUPPLIERS.

In the event that Contractor fails to supply the goods to the CCRTA in the amounts requested or fails to furnish replacement goods for any defective merchandise submitted to the CCRTA within five (5) business days from the date of notice, the CCRTA shall have the right to purchase from any substitute source the amount of the goods due from the Contractor. The CCRTA shall have the right to recover from the Contractor as damages any amount by which the cost of such substituted goods exceeds the contract price which would have been applicable, together with the cost of any incidental expenses reasonably incurred by the CCRTA in making such substituted purchase and the amount of any consequential damages allowable by law. The CCRTA reserves the right to offset such amounts against the price due for any goods subsequently supplied by the Contractor or any other obligations owed to Contractor.

16. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of this Agreement if 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 Agreement without cause by delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

17. ASSIGNMENT-DELEGATION.

No right or interest in this Agreement shall be assigned or any obligation delegated by Contractor without the written permission of the CCRTA.

18. MODIFICATIONS-WAIVER.

This Agreement can be modified or rescinded only by a writing signed by both of the parties. No claim or right arising out of a breach of this Agreement can be discharged in whole or in

part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. 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 Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting party has knowledge of the performance and opportunity for objection.

20. APPLICABLE LAW.

This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this Agreement.

21. ADVERTISING.

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

22. GRATUITIES.

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

23. EQUAL OPPORTUNITY.

Contractor agrees that during the performance of this Agreement it shall:

- 23.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.
- 23.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any portion of this Agreement for which purchase orders or authorities to deliver have not been issued; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for termination of this Agreement for which a purchase order or authority to deliver has been issued.



24. ENFORCEABILITY.

This Agreement shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas.

25. 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.

26. LIABILITY INSURANCE COVERAGE.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance 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.

27. WORKERS' COMPENSATION.

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

## **STANDARD SERVICE TERMS AND CONDITIONS**

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

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

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

Contractor shall submit separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents to CCRTA – Staples Street Center, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue.” The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review.

#### **2.1 Prompt Payment**

2.1.1 The Offeror 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 Offeror 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 Offeror 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.**

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

### **4. ESTIMATED QUANTITIES.**

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the

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

5. LIABILITY INSURANCE COVERAGE.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverage's listed below having policy limits not less than the dollar amounts set forth:

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

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

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

6. WORKERS' COMPENSATION.

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

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

6.1. The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation

insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project. Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.10. By signing this Contract or providing a certificate of coverage, Contractor is representing to the CCRTA that all employees of Contractor who will provide service on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's

Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

7. INDEMNIFICATION.

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

8. INDEPENDENT CONTRACTOR.

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

9. ASSIGNMENT.

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

10. AMENDMENTS.

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

11. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12. ADVERTISING.

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

13. GRATUITIES.

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

14. EQUAL OPPORTUNITY.

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

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

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

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

15. ENFORCEABILITY.

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

16. NOTICES.

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

17. INTERPRETATION.

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

18. LIQUIDATED DAMAGES

For this RFP, liquidated damages have been included as part of the Scope of Work. Said damages are not imposed as a penalty but as an estimate of the 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 the CONTRACTOR.



**FEDERAL SUPPLEMENTAL CONDITIONS  
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## **FEDERAL SUPPLEMENTAL CONDITIONS (MATERIALS AND SUPPLIES)**

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

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

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

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

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

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

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

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

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

(1) Record Retention – The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract,

including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

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

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

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

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

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

#### **5. Termination**

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

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

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

If it is later determined by the CCRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CCRTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

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

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

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

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

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

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

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

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

(8) Termination for Default (Construction) - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CCRTA, acts of another contractor in the performance of a contract with the CCRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within 10 days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If, in the judgement of CCRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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

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

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

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

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

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

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

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

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

All contracts except micro-purchases (less than \$2,500). The following requirements apply to the underlying contract:

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

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

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

(2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

Contracts involving subcontractors (exclusive of transit vehicle purchases)

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

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

(2) The CCRTA agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third-party contract, or sub-agreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The CCRTA agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the CCRTA's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The CCRTA agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the CCRTA of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

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

The preceding provisions include, in part, certain Standard Terms & Conditions required by U.S. DOT, whether or not expressly stated in the preceding contract provisions. All U.S. DOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor will not perform any act, fail to perform any act, or refuse to comply with any request that would cause the CCRTA to be in violation of FTA terms and conditions.

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

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

#### **10. Buy America**

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR §661.7. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR §661.11. The bidder or proposer must submit to the CCRTA the appropriate Buy America certification with its bid or proposal. Bids or proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the CCRTA's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the CCRTA's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CCRTA's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the CCRTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CCRTA and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Connecticut State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or



failure to act by the CCRTA or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **12. Lobbying**

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

## **13. Clean Air**

(1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

## **14. Clean Water**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **15. Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

## **16. Fly America**

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

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

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

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

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

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

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

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

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

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

## **17. Energy Conservation**

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

## **18. Recycled Products**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **19. ADA Access**

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

services be made available to persons with disabilities, including any subsequent amendments thereto.

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

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

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

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

### **CCRTA HAS SET A GOAL OF 11% DBE PARTICIPATION FOR THIS CONTRACT**

#### **DBE RESPONSIVENESS REQUIREMENTS**

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

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

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

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

## DBE RESPONSIBILITY REQUIREMENTS

### 1. DBE Joint Ventures

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

### 2. Substitutions

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

## CALCULATING DBE PARTICIPATION

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

### 3. Definitions

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

- 3.1 Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals.
- 3.2 Whose management structure and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.3 Is certified by the TX UCP at the time of bid opening.

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

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

**"Small Business concern"** means with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the

Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

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

1. Any individual who CCRTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
  - a) *“Black Americans”*, which includes persons having origins in any of the Black racial groups of Africa.
  - b) *“Hispanic Americans”*, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c) *“Native American”*, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d) *“Asian Pacific American”*, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, and Hong Kong;
  - e) *“Subcontinent Asian American”*, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;
  - f) *“Women”*;
  - g) Any additional groups whose members are designated as socially and economically disadvantage by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.
4. General Conditions/DBE Calculations  
CCRTA will use the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. CCRTA will make its certification decision based on the facts as a whole.

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

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

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

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

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

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

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

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

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

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



provided in these requirements, the DBE may present evidence to rebut this presumption. CCRTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

- f. CCRTA's decision on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to the United States Department of Transportation.

5. CCRTA counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- a. If the materials or supplies are obtained from a DBE manufacturer, CCRTA counts 100% of the cost of the materials or supplies toward DBE goals;
- b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
- c. If materials or supplies are purchased from a DBE regular dealer, CCRTA counts 60% of the materials or supplies toward DBE goals;
- d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
  - ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
  - iii. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;
  - iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, CCRTA counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided

CCRTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. CCRTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;

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

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

### GOOD FAITH EFFORTS

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

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

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

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

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

D. Negotiating in Good Faith with interested DBEs

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

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

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

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

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

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

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

factors, as evidence that the apparent successful bidder made good faith efforts.

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

### RECONSIDERATION

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

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

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

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

### DOCUMENTATION REQUIREMENTS

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

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

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

#### 6.1 Documentation of Payments Made to DBE Firms

1. The Contractor must submit copies to the DBE's monthly contract invoices including support documentation to the DBE Liaison Officer at the same time they are submitted to CCRTA's Account Payable.

2. The Contractor must submit copies of the form illustrated below (including support documentation) to the DBE Liaison Officer on a quarterly basis. This form must be used in order to properly credit the Contractor's progress in attaining the DBE goal.

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

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

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

#### 6.3 Substitution of Termination of DBE Firms

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

Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform work of its subcontractor in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
3. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, non-discriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects

because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;

6. CCRTA's DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;

7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

8. The listed DBE is ineligible to receive DBE credit for the type of work required;

9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

10. Other documented good cause that CCRTA's DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause ~~does~~ not exist if;

- The Contractor seeks to terminate DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or
- So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

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

In the situation where the DBE's work scope has been modified by CCRTA, the Contractor must immediately notify CCRTA's Project Manager and CCRTA's DBE Liaison Officer to discuss a revised "Commitment to DBE Participation". These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by Proposers in negotiated procurements.

#### 6.4 Inspection and Records

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

2. CCRTA may require verification of any commitment represented to us in

connection with the Contractor's use of DBE businesses in the performance of this Contract.

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

## 6.5 Change Orders

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

## 6.6 Non-Compliance and Sanctions

### 1. Determination of Non-Compliance

- a. It will be the responsibility of CCRTA's DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.
- b. Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements.
- c. If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, CCRTA will notify the Contractor of the deficiencies. Following notification, the Contractor shall have 60 days to cure the deficiencies. If the deficiencies are not cured, CCRTA shall make a determination of non-compliance and recommend the imposition of sanctions.

### 2. Sanctions for Non-Compliance

- a. Sanctions for non-compliance may include, but are not limited to the following:
  - i. Withholding of payments under the contract;
  - ii. Recommendation not to exercise contract renewal option, if any;
  - iii. Termination of the contract
  - iv. Debarment from future business with CCRTA

# **CERTIFICATION FORMS**

**Please fill out and sign the following forms and return with your signed proposal.**

**Do NOT Alter Any Forms.**

**Doing so will deem your proposal as non-responsive.**

**Please fill out and sign the following forms and return with your signed proposal.**

## **Reminders:**

- Acknowledge any addendums issued on the bottom of (Appendix C) Certification and Statement of Qualifications form.
- Include your firm's DUNS number on the bottom of (Appendix C) Certification and Statement of Qualifications form. Be sure that your firm is registered with the System of Award Management "SAM" and visit [SAM.gov](https://sam.gov) to ensure that your firm's status is active with no exclusions before submitting your proposal.



## APPENDIX A

### PRICE SCHEDULE

RFP No.: 2021-FP-19

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

#### INSTRUCTIONS:

- (1) Refer to the "Technical Specifications" before completing Price Schedule and quote your best price.
- (2) Proposers must complete all information requested.
- (3) **Submit in a separately sealed envelope one (1) signed original of this Price Schedule** to the Corpus Christi RTA – Staples Street Center, Attn: Procurement Department at 602 N. Staples St, Corpus Christi, TX 78401. On the outside of your sealed proposal include your Firm's name and address in the top left corner and the information as noted in "Instructions to Proposers", Section 5.
- (4) The Term of this contract is Three Years with One (1) Two-Year Option.

#### THREE YEAR BASE

No.	Description	Unit Pricing	Estimated Units for 2021-2024	Estimated Total Costs
1	13' X 5' Non-Advertising Shelter		350	
2	6' Advertising Bench with Seat Separators		566	
3	44 Gallon Trash Can with Locking Mechanism and Rubber Liner		453	
4	Solar Lighting		350	
5	Smart 13' Shelter with 32" Digital Monitor		1	
6	Beacon Light		230	
7	Seating for two for Beacon Light		230	
8	Labor for Installation of three-year base amenities			
9	Freight for shipment of all amenities for three-year base			
Estimated Total Costs				\$

#### ADD ALTERNATE NO. 1

1	Antibacterial Coating (for shelter, benches) (Please provide Price Per Unit)	\$
---	---	----

**TWO YEAR OPTION**

<b>No.</b>	<b>Description</b>	<b>Unit Pricing</b>	<b>Estimated Units for Two Year Option</b>	<b>Estimated Total Costs</b>
1	13' X 5' Non-Advertising Shelter		50	
2	6' Advertising Bench with Seat Separators		266	
3	44 Gallon Trash Can with Locking Mechanism and Rubber Liner		153	
4	Solar Lighting		50	
5	Smart 13' Shelter with 32" Digital Monitor		2	
6	Beacon Light		230	
7	Seating for two for Beacon Light		230	
8	Labor for Installation of amenities			
9	Freight for shipment of all amenities			
<b>Estimated Total Costs</b>				<b>\$</b>

**ADD ALTERNATE NO. 1**

1	Antibacterial Coating (for shelter, benches) <b>(Please provide Price Per Unit)</b>	\$
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1. Explain method of shipping, common carrier, company truck, etc.

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2. Explain how many items shipped by type can fit in a truck load shipment. Please fill in the quantities below:

a. Shelters and Solar Lighting – Quantity \_\_\_\_\_

b. Benches only – Quantity \_\_\_\_\_

c. Trash Receptacles- Quantity \_\_\_\_\_

**Quantity Adjustment:** When applicable, it is mutually accepted that the quantities defined in this RFP reflect the approximate CCRTA requirements and may be adjusted. The CCRTA may require and order, or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.

**Authorized by:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX 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) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX C

### CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned Proposer hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

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

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

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

Firm Name: \_\_\_\_\_

Business \_\_\_\_\_

Address: \_\_\_\_\_  
Street, City, State and Zip

Telephone: Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Firm Owner: \_\_\_\_\_ Firm CEO: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a Contract? \_\_\_\_\_

Taxpayer ID#: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Is your firm considered a disadvantaged business enterprise (DBE)? \_\_\_\_\_

If you answered yes to the DBE question, explain type. \_\_\_\_\_

#### **ADDENDA ACKNOWLEDGMENT**

Receipt of the following addenda is acknowledged (list addenda number):

**DUNS # \_\_\_\_\_** (Required) A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).

## APPENDIX D

### DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: \_\_\_\_\_

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM is:      1. Corporation                      2. Partnership                      3. Sole Owner  
                    4. Association                      5. Other \_\_\_\_\_

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each “employee” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
_____	_____

2. State the names of each “official” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME	TITLE
_____	_____
_____	_____

3. State the names of each “board member” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

4. State the names of each employee or officer of a “consultant” for the Regional Transportation Authority who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME	CONSULTANT
	RFP No. 2021-FP-19
	Bus Stop Shelter Amenities
	Page 86 of 111

_____	_____
_____	_____

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Regional Transportation Authority, Texas as changes occur.

Certifying Person: \_\_\_\_\_

Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_

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

**APPENDIX E**  
**Sample Form 1295**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.3; pointer-events: none;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>																	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																			
<b>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>		Controlling	Intermediary														
Controlling	Intermediary																		
<b>5</b> Check only if there is NO interested Party. <span style="float: right;"><input type="checkbox"/></span>																			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span> <div style="text-align: right; margin-top: 20px;">             _____              Signature of authorized agent of contracting business entity              (Declarant)           </div>																			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																			

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 12/22/2017



## APPENDIX F

### Buy America Certificate

**Certification requirement for procurement of steel, iron, or manufactured products (required for contracts over \$150,000)**

#### **CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations of 49 CFR §661.

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

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

Print Name: \_\_\_\_\_

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

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

Or

#### **CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exemption to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR §661.7

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

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

Print Name: \_\_\_\_\_

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

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

## APPENDIX G

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

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

## APPENDIX H

### DBE Schedule A Checklist

*A completed and signed Schedule A consists of the following elements:*

- ☐ 1. Contractor
- ☐ 2. Name of Project
- ☐ 3. Phone
- ☐ 4. Email
- ☐ 5. IFB/RFP Number
- ☐ 6. TOTAL Estimated Contract Amount
- ☐ 7. Projected DATES
- ☐ 8. Title of Affiant (Contractor Duly Authorized Representative)
- ☐ 9. Contractor Company Name
- ☐ 10. DBE Participant(s) Company Name(s)
- ☐ 11. Scope of Work/Description (In Detail) for Each DBE Participant
- ☐ 12. Net DBE Credit \*60% credited for materials and supplies (see notation below if applicable)
- ☐ 13. Dollar Amount of Each DBE Contract – (Total from each DBE's Schedule B)
- ☐ 14. TOTAL Net DBE Credit (If Applicable)
- ☐ 15. TOTAL Dollar Amount for all DBE Contract Listed
- ☐ 16. Printed or Typed Name of Contractor's Affiant
- ☐ 17. Title of Affiant
- ☐ 18. Signature of Affiant
- ☐ 19. Date Signed

***Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents***

#### INSTRUCTIONS FOR NET DBE CREDIT

If the materials or supplies are obtained from a DBE manufacturer **count 100%** of the cost of the materials or supplies toward DBE goal.

A ***manufacturer*** is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, **count 60%** of the cost of the materials or supplies toward DBE goals.

A ***regular dealer*** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the

specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

*CCRTA will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.*

## SCHEDULE A

### **CONTRACTOR – SUMMARY OF DBE PARTICIPATION AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

NAME OF CONTRACTOR: (1) \_\_\_\_\_

NAME OF PROJECT: (2) \_\_\_\_\_

PHONE #: (3) \_\_\_\_\_

EMAIL: (4) \_\_\_\_\_

IFB/RFP NUMBER: (5) \_\_\_\_\_

TOTAL ESTIMATED CONTRACT AMOUNT: (6) \$\_\_\_\_\_

PROJECTED BEGINNING/ENDING DATES OF WORK: (7) \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

(8) \_\_\_\_\_ and duly authorized representative of  
*(Title of Affiant)*

(9) \_\_\_\_\_ and that I have personally reviewed the  
*(Name of Contractor)*

material and facts set forth in and submitted with the attached Disadvantaged Business Enterprise (DBE) Schedules for each DBE. Listed below is/are the agreement(s) that correspond(s) with the Schedule B submitted by each DBE and listed separately for each DBE participating on the above-mentioned contract:

NAME OF DBE SUBCONTRACTOR (10)	SCOPE OF WORK TO BE PERFORMED (11)	NET DBE CREDIT (12)	AGREED SUBCONTRACT PRICE (13)
<b>NOTE:</b> PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT THE AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR		TOTAL NET DBE CREDIT (14)	TOTAL DBE CONTRACT AMOUNT (15)
*ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES. LIST ONLY CERTIFIED DBE OWNED & CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.		\$	\$

**AFFIDAVIT OF CONTRACTOR – failure to submit this form without a signature will result in the bid being rejected in its entirety**

The Contractor will enter into written agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within 30 calendar days after receipt of the contract executed by

CCRTA. In the event the Contractor cannot meet said 30-day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreements will be completed.

The Contractor understands that if it knowingly provides incorrect information or false statements or fail to comply with contract DBE requirements that CCRTA has an obligation (49 CFR 29.17(B)) to inform the U.S. Department of Transportation who may then initiate actions which would prohibit the Contractor from participation in future government contracts and may result in conviction for a third-degree felony, including a penalty of one and a half times the value of the contract. Any substitutions of the above-named subcontractors require prior written approval from CCRTA.

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and no material facts have been omitted, and that I am authorized on behalf of the Contractor to make this Affidavit.

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*Name of Contractor's Affiant – Print*

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*Title of Affiant*

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*Signature*

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*Date*

## DBE Schedule B Checklist

*A completed and signed Schedule B consists of the following elements:*

- ☐ 1. IFB/RFP Number
- ☐ 2. Name of Project
- ☐ 3. DBE Participant Company Name
- ☐ 4. Contractor
- ☐ 5. DBE Participant Address
- ☐ 6. DBE Participant Phone Number
- ☐ 7. DBE Participant Email Address
- ☐ 8. Date of TUCP DBE Certification Letter/Certificate
- ☐ 9. Description/Type of Work (In Detail)
- ☐ 10. Quantity/Unit Price, if applicable
- ☐ 11. Dollar Amount of DBE Contract Total Sum Amount for Work for Extended Price for individual quantity items **NOTE: Specify Total Value**
- ☐ 12. Grand Total of Above Amount(s) and/or Extended Price(s)
- ☐ 13. Phase (if applicable) in Which Above-Described Work Will Be Performed

### ***Subcontracting Levels***

- ☐ 14. % \_\_\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to DBE\* Contractors.
- ☐ 15. % \_\_\_\_\_ of the dollar amount of the DBE's Subcontract will be sublet to non-DBE\* Contractors.

*\*This is to disclose the % of above-named DBE participant's work to be further Subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Contractor's contract.*

*\*% is to be filled in with a Zero if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule B.*

- ☐ 16. Explanation and Description of the Work to Be Sublet (if applicable)
- ☐ 17. Printed Name/Title of Owner, President or Authorized Agent of DBE Company
- ☐ 18. Signature of Owner, President or Authorized Agent of DBE Company
- ☐ 19. Date Signed

### ***If proposing to perform as a DBE/non-DBE Joint Venture:***

- ☐ 20. Completed Schedule C must be attached

***Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents***





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TOTAL VALUE \$\_\_\_\_\_ (12)

**Multi-Phase Project(s).** For those project that are multi-phase, please indicate the phase in which the DBE will be performing work: (13)

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**SCHEDULE B**  
**AFFIDAVIT OF DBE SUBCONTRACTOR**

**Subcontracting Levels**

- (14) %\_\_\_\_\_ of the dollar amount of the DBE's subcontract will be subcontracted to **DBE Subcontractors**
- (15) %\_\_\_\_\_ of the dollar amount of the DBE's subcontract will be subcontracted to **non-DBE Subcontractors**

***NOTICE: IF THE DBE WILL NOT BE SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO MUST BE SHOWN IN EACH BLANK ABOVE***

IF ANY DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE LISTED BELOW: (16)

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**NOTICE:** Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction of a third-degree felony, and a penalty of one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements. Any willful falsification of fraudulent statement also may result in debarment from participation in any future federally-assisted contracts.

The undersigned will enter into a written agreement for the above work with the Contractor conditioned upon its execution of a contract with CCRTA, and will do so within 30 calendar

days of receipt of a signed contract from CCRTA.

(17) \_\_\_\_\_  
*Print – Name and Title*

(18) \_\_\_\_\_  
*Signature of Owner, President or Authorized Agent of DBE*

(19) \_\_\_\_\_  
*Date*

**Pursuant to 49 CFR §26.13(b), each subcontract the contractor signs with a subcontractor must include the following assurance:**

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

Pursuant to 49 CFR §26.27, CCRTA encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.

**SCHEDULE C**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

*This Schedule C need not be submitted if all joint ventures are DBEs.* In such a case, however, the written joint venture agreement and a copy of the current TUCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

**I. Name of joint venture:**

\_\_\_\_\_  
Address of joint venture

\_\_\_\_\_  
Street City State Zip code

Phone Number (Joint venture): (\_\_\_\_\_) \_\_\_\_\_

**II. Identify each non-DBE venture:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Street City State Zip code

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

DBE Contact Person: \_\_\_\_\_

**III. Identify each DBE Venture:**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street City State Zip code

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

DBE Contact Person: \_\_\_\_\_

**IV. Describe the role(s) of the DBE venture(s) in the joint venture:**

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- V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venture's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venture; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

**VI. Attach a copy of the current TUCP Letter of Certification for each DBE joint venture.**

**VII. Ownership of the Joint Venture:**

- A. What is the percentage of DBE ownership in the joint venture?

DBE ownership percentage: \_\_\_\_\_

Non-DBE ownership percentage: \_\_\_\_\_

- B. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amount of initial contribution: \$ \_\_\_\_\_

(b) Dollar amount of anticipated on-going contributions: \$ \_\_\_\_\_

3. Contributions of equipment (specify types, quality and quantities of equipment to be provided by each venture):

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4. Other applicable ownership interest, including ownership options or other agreements, which restrict or limit ownership and/or control:

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5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current CCRTA contract and each contract completed during the past two years by either of the joint venture partners participating in this joint venture:

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**VIII. Control of and Participation in the Joint Venture.** Identify by name and firm those individuals who are, or will be responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.)

- A. Joint venture check signing:

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**B.** Authority to enter contracts on behalf of the joint venture:

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**C.** Signing, co-signing and/or collateralizing loans:

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**D.** Acquisition of lines of credit:

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**SCHEDULE D**  
**DBE PAYMENT REPORT FORM**

Corpus Christi Regional Transportation Authority  
602 N. Staples St. Corpus Christi, TX 78401

1) Invoice Number:	2) Report Number:	
3) Reporting Period:	From:	To:

**INSTRUCTIONS:** All prime contractors and consultants are required to complete and submit this report to the DBE Liaison Officer with a copy of the invoice every 30<sup>th</sup> day of the month, until FINAL payment of the contract. Use additional sheets if reporting more than two subcontractors.

**NOTE:** Failure to comply with CCRTA's Disadvantaged Business Enterprise (DBEs) provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with CCRTA in the future in accordance with the procedures set forth in CCRTA's Procurement Regulations. To complete this report, see detailed instructions on the proceeding page.

4) CCRTA Contract Number:			
5) Type of Contract:	Construction	Professional Service	Supply/Commodity Service
6) Contractor's Business Name:			
Address:		Phone No.:	
7) Date of Contract Award:			
8) Estimated Date of Completion:			
9) Original Contract Amount:			
10) Current Amended Contract Amount (including Modifications):			
11) Total Amount Received to Date:			
12) Total Amount Owed:		Amount of This Invoice:	
13) Committed Disadvantaged Business Participation:			
14) Actual Disadvantaged Business Enterprise (DBE) Percentage (%) to Date:			
(Calculation of DBE%: Dollar Amount Paid to DBE divided by Dollar Amount Received by Contractor from CCRTA)			
15) SUBCONTRACTOR NAME:			
16) Is Subcontractor DBE Certified?	Yes, Certificate # _____	No	Yes, Certificate# _____ No
17) Description of Work:			
18) Amount & Date of Last Payment:			
19) Subcontract Value (in \$\$):			
20) Total Amount Paid-to-Date (in \$\$):			
21) Percentage (%) Paid to Date:			
22) Amount of This Invoice Allocated to Subcontractor:			

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will make payments within five (5) days of receipt of funds from CCRTA for progress and/or final payment to our subcontractors and suppliers in accordance with contractual arrangements with them.

COMPANY OFFICIAL'S NAME & TITLE:	
COMPANY OFFICIAL'S SIGNATURE:	DATE SIGNED:
NAME & TITLE OF INDIVIDUAL COMPLETING REPORT:	

**SCHEDULE D**  
**INSTRUCTIONS FOR CONTRACTORS**  
**“HOW TO FILL-OUT DBE PAYMENT REPORT FORM”**

The DBE Payment Report is to be filled out by the Contractor and submitted with a copy of the invoice every 30<sup>th</sup> day of the month. The instructions below correspond to each item on the reverse side of the report. Please follow the instructions.

*Please submit by email the completed DBE Payment Report form to the DBELO at [ccrtadbe@ccrta.org](mailto:ccrtadbe@ccrta.org).*

1. **Invoice Number** – Fill in the invoice number accompanying this report.
2. **Report Number** – Fill in the number of the report you are sending in sequence. For example: if this is the second invoice you are submitting, you are sending in Report Number 2.
3. **Reporting Period** – This is to be filled in to state the period of time you are reporting. Example: From: October 1, 2020 To: October 31, 2020.
4. **CCRTA Contract Number** – Fill in the contract number assigned to your project by CCRTA; make sure that your invoice corresponds to the Contract No.
5. **Type of Contract** – Designate the type of contract that has been awarded to you by the CCRTA.
6. **Contractor's Business Name, Address, and Phone Number** – Fill in your company's name, address, and phone number
7. **Date of Contract Award** – Fill in the date contract was executed by both you and CCRTA.
8. **Estimated Date of Completion** – Fill in the completion date of contract as written in contract.
9. **Original Contract Amount** – Fill in dollar amount of original contract agree upon by you and CCRTA.
10. **Current Amended Contract Amount** – Fill in the dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications (change order). If applicable, include date of modification.
11. **Total Amount Received to Date** – Fill in the dollar amount you have received from CCRTA to date.
12. **Total Amount Owed** – Fill in the dollar amount of the contract minus amount paid to you by CCRTA.
13. **Committed Disadvantaged Business Participation** – Fill in the percentage of DBE participation you committed to obtain on the contract.
14. **Actual Disadvantaged % to Date** – Fill in the calculated dollar amount paid to the DBE divided by the dollar amount you received from CCRTA.
15. **Name of Subcontractor** – Name all DBE and non-DBE subcontractors used in this contract. Use additional sheets as necessary.
16. **Disadvantaged Business Enterprise (DBE)** – Select yes if subcontractor is certified DBE and indicate Certificate Number; if not DBE certified, select no.
17. **Description of Work** – State the work performed by the DBE and non-DBE subcontractor(s).
18. **Amount and Date of Last Payment** – State the amount and date of last payment made to each DBE and non-DBE subcontractor. Submit evidence of payment, i.e. cancelled check, check register, etc.
19. **Subcontractor Value (Dollars)** – State the committed dollar value to the DBE and non-DBE subcontractor for the duration of the contract.
20. **Percent of Earned Progress to Date** – State the percentage by dividing the dollar amount paid to the DBE and non-DBE subcontractors by the full amount committed to them.
21. **Amount Paid to Date (Dollars)** – Add all amount paid to each DBE and non-DBE subcontractor to date.
22. **Amount of This Invoice Allocated to Vendor/Subcontractor** – Fill in how much of this invoice will be paid to each DBE and non-DBE subcontractor.



## **APPENDIX I**



**CORPUS CHRISTI REGIONAL  
TRANSPORTATION AUTHORITY**

### **CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY BOARD APPROVED**

### **ACCESSIBILITY POLICY**

#### **POLICY STATEMENT**

To provide full participation and equality of opportunity for people with disabilities, people who are aging and other people with access and functional needs, the Corpus Christi Regional Transportation Authority (CCRTA) Board of Directors calls for all CCRTA departments, within their regular duties and responsibilities, to establish a commitment to access.

#### **APPLICABILITY**

This policy statement is broad, cross-cutting and designed for application to all actions of the CCRTA, including but not limited to the following:

- Policy Development
- Customer Service
- Service Provision and Operation (Directly Provided or Contracted)
- Employment
- Physical Environment
- Communications/Media/Website
- Public Involvement
- External Meetings and Agency Sponsored Events
- Fleet Characteristics
- Maintenance
- Safety/Security/Emergency Operations
- Procurements
- Staff Development and Training
- Construction and Engineering
- Route and Service Planning

#### **IMPLEMENTATION**

Effective implementation of the Accessibility Policy statement begins with the establishment of a Universal Access Team. Each CCRTA department will designate sufficient and appropriate team members to serve and meet monthly to ensure compliance with the policy. This team will help develop guiding principles in conjunction with the CCRTA Regional Committee on Accessible Transportation (RCAT). Meeting of the Universal Access Team will be coordinated through the designated CCRTA ADA Coordinator and report current activities and initiatives to the Chief Executive Officer (CEO).

Support of all CCRTA staff will include initial and ongoing training and professional development regarding integration and elimination of barriers for people with disabilities, people who are aging and other people with access and functional needs.

Additional tools available to all CCRTA staff will include the use of an Impact Statement (approved by the CEO) to ensure an effective outcome. The Impact Statement will provide for the review of programs, projects, and developing or ongoing CCRTA services that answer, at a minimum, the following questions:

- Are any barriers being created for people with disabilities, people who are aging and other people with access and functional needs?
- Is CCRTA enhancing access and integration for people with disabilities, people who are aging and other people with access and functional needs?
- Does the program, project, or service result in the most integrated setting appropriate for people with disabilities, people who are aging and other people with access and functional needs?
- Has CCRTA taken steps to reduce or eliminate any negative impacts?

**POLICY REVIEW**

Review of this policy will be done no less than annually or more frequently as needed. To complement the review, CCRTA staff through the Universal Access Team will establish procedures and conduct the following:

- Establish Review Baseline
- Conduct Internal Review of Regulatory Compliance to include an ongoing ADA Performance Monitoring Program for all modes of transportation
- Self-Evaluation Review and Update
- ADA Transition Plan Review and Update
- Establish Best Practices and Lessons Learned Components

Adopted July 6, 2011

Signed by: \_\_\_\_\_ Company: \_\_\_\_\_

Position: \_\_\_\_\_

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

## APPENDIX J

**REFERENCES:** The Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years. **DO NOT** include the CCRTA as a reference.

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

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

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**APPENDIX K**

**REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST**

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

Page: \_\_\_\_

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

PROJECT: RFP No. 2021- FP-19

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

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

Response:

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

## APPENDIX L

### PROPOSAL SUBMISSION CHECKLIST

In order for your proposal to be deemed as responsive to the requirements of the RFP, please use the checklist below to be sure that your proposal package includes all required documents.

Proposal Documents Required	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Qualifications of the Firm	
3. Bus Shelter Design	
4. Qualifications of Staff	
5. Qualifications of Subcontractor	
6. Disadvantaged Business Enterprise Participation	
7. Certification Forms:	
7.1 Certification Form (Appendix B)	
7.2 Certification and Statement of Qualifications (Appendix C)	
7.3 Disclosure of Interests Certification (Appendix D)	
7.4 Buy America (Appendix F)	
7.5 Certification of Restrictions on Lobbying (Appendix G)	
7.6 DBE Participation From Schedules A-C (Appendix H)	
7.7 Accessibility Policy (Appendix I) and	
7.8 References (Appendix J)	
Proposals MUST include the following:	
One Original Proposal	
Five hard copies of Proposal	
One Electronic copy on a USB Flash Drive	
<b>Price Schedule (Appendix A) – 1 original sealed in a separate envelope NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.</b>	
- Price Schedule (Appendix A) Proposer must:	
1. List the Proposer's Name	
2. Complete the Price Schedule and Questions	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
<b>7.1 Certification Form (Appendix B) – Sign, Print, Date and list Title</b>	
<b>7.2 Certification and Statement of Qualifications (Appendix C)</b>	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	

1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	
10. Number of year(s) in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. <b>Addenda Acknowledgement</b> – write in each addendum issued (i.e. Addendum No. 1, 2, and 3)	
19. <b>DUNS#</b> - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
<b>7.3 Disclosure of Interest Certification (Appendix D)</b>	
- Disclosure of Interest Certification (Appendix D) the Proposer must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date	
<b>7.4 Buy America Certificate (Appendix F)</b>	
- Buy America Certificate (Appendix F) Bidder must complete either the compliance or non-compliance sections as follows	

1. Date	
2. Sign	
3. Printed Name	
4. Title	
5. Company Name	
<b>7.5 Certification and Restrictions on Lobbying (Appendix G)</b>	
- Certification and Restrictions on Lobbying (Appendix G) Bidder must:	
1. Name	
2. Title	
3. Company Name	
4. Date	
5. Sign	
6. Printed Name	
7. Company Name	
<b>7.6 DBE Participation From Schedules A-C (Appendix H) – Complete</b>	
- DBE Checklists are provided to assist with the completion of the forms.	
- If you have any questions regarding these form, please contact Laura Yaunk, DBE Liaison Officer at 361-903-3521 or at <a href="mailto:ccrtadbe@ccrta.org">ccrtadbe@ccrta.org</a> .	
- DBE Participation Form Schedules A-C (Appendix H) Proposer must:	
1. Complete and enclose all DBE Form Schedules A-C (Appendix H)	
<b>7.7 Accessibility Policy (Appendix I) – Sign, List Company, Position, and Date</b>	
<b>7.8 References (Appendix J)</b>	
- References (Appendix J) the Proposer must:	
1. List 4 similar projects which the firm has completed within the last five year.	
2. Provide a list of contracts that the firm currently has in process.	