



**REQUEST FOR PROPOSALS
FOR
MANAGEMENT INFORMATION SYSTEM**

RFP NO: 2022-FP-09

Date Issued: April 28, 2022

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 600 N. Staples Street, Corpus Christi, Texas 78401 or by email at procurement@ccrta.org until 3:00 p.m. (CST) Thursday, June 30, 2022 for a cloud-based Management Information System. This will be a five (5) year base supply and service contract. 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.** The CCRTA's estimated start date of implementation is October 3, 2022 with an estimated time of completion of eighteen (18) months from the executed contract date.

It is anticipated that any supplies under the resulting contract from this solicitation may be funded by the Federal Transit Administration (FTA) 5307 fund (Grant Number TX-2021-066) 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), Thursday, May 12, 2022 in the CCRTA's Boardroom on the second floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions proposers may have concerning this procurement. 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 by 12:00 p.m. (CST), Thursday, May 12, 2022.

Requests for Information/Exceptions/Approved Equals Request (Appendix J) will be due by 3:00 p.m. (CST), Thursday, May 26, 2022, with a response from the CCRTA by Thursday, June 9, 2022.

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/). Further information may be obtained from Sherrié Clay, Procurement Specialist, or Christina Perez, Director of Procurement/Grants, at procurement@ccrta.org.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program; the CCRTA has determined that Zero (0%) DBE participation is required for this contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Laura Yaunk, DBE Liaison Officer, at (361) 903-3521 or cctadbe@ccta.org.

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

- Request for Proposals,
- Instructions to Proposers,
- Special Instructions,
- Scope of Work,
- Management Information System,
- Standard Supply Terms and Conditions,
- Standard Service Terms and Conditions,
- Federal Supplemental Conditions (Materials and Supplies),
- Price Schedule (Appendix A),
- Proposer Compliance Questionnaire to The Scope of Work (Exhibit A),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Buy America Certificate (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H),
- References (Appendix I),
- Request for Information/Exceptions/Approved Equals Request (Appendix J), and
- Proposal Submission Checklist (Appendix K).

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:

- Proposal – **One (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Proposer Compliance Questionnaire to The Scope of Work (Exhibit A) - **One (1) original, five (5) hard copies, and one (1) electronic version in Microsoft Excel format supplied on the same USB Flash Drive with the proposal,**
- Price Schedule (Appendix A), **(one (1) original in a separately sealed envelope), and**
- Certification Form (Appendix B),

- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Buy America Certificate (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H), and
- References (Appendix I).

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

- Proposal, **(in one electronic pdf file)**,
- Proposer Compliance Questionnaire to The Scope of Work (Exhibit A), **(signed and submitted in pdf format and in Microsoft Excel format in one electronic file)**,
- Certification Forms (Appendix B, C, D, F, G, H, and I), **(signed and submitted in pdf format in one electronic file)**, and
- Price Schedule (Appendix A), **(signed and submitted in a separate file)**.

All four (4) electronic files should be clearly titled and submitted together in the same email.

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

- Copy of Insurance

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

- Form 1295 "Certificate of Interested Parties"

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

**Corpus Christi Regional Transportation Authority
Staples Street Center
ATTN: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401
Proposal for: RFP No. 2022-FP-09 Management Information System**

Proposal Due Date: Thursday, June 30, 2022 by 3:00 p.m. (CST)

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

- 5.1. **The Price Schedule should be submitted in a separately, sealed envelope** along with the proposal. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the proposer for return of the proposal.
- 5.2. **Schedule**

Proposals shall be governed by the following schedule:

- **April 28, 2022 - RFP Issued**
Proposal documents are available at the CCRTA's Website:
<http://ccrta.org/business-with-ccrta.html>
- **May 12, 2022 - 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 virtually attend, please send a request for login information to procurement@ccrta.org by 12:00 p.m. (CST) on this day.
- **May 26, 2022 – Request for Information Due**
Written Requests for Information/Exceptions/Approved Equals Request (Appendix J) are due by 3:00 p.m. (CST). **Please submit one form for each Request for Information/Exception/Approved Equals Request.** Request for Information/Exceptions/Approved Equals Request must be emailed to procurement@ccrta.org, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **June 9, 2022 – CCRTA's Response to Request for Information/Exceptions/Approved Equals Request**
Responses will be posted as an addendum to the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/.
- **June 30, 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 prior to the deadline.
- **Interviews and Demonstrations**
Interviews and demonstrations will be conducted with selected Proposers. Proposers will be notified in advance of the date and time.
- **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.
- **September 7, 2022 – Contract Awarded (Tentative)**
The CCRTA's Board of Directors will meet to award a Contract to the successful Proposing firm(s).

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.

Proposers are welcome to attend the Proposal Closing on the second floor of the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, TX 78401. To attend the Proposal Closing via GoToMeeting, please submit a login request to procurement@ccrta.org by 12:00 p.m. (CST) Thursday, June 30, 2022. Only the names of the Proposing Firms that submitted proposals will be announced. Price Schedules will not be opened.

8. EVALUATION FACTORS.

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

9. ELIGIBILITY FOR AWARD.

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

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

- 10.1. Reject or cancel any or all proposals;
- 10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;
- 10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is

determined that total cost is lower and the overall function is improved or not impaired;

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

11. ACCEPTANCE.

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

12. PROTESTS.

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

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

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

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

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

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

SPECIAL INSTRUCTIONS

1.0 PROPOSAL CONTENT

1.1 General

The CCRTA is requesting proposals from qualified firms with experience in providing and implementing a cloud-based Management Information System (MIS). The CCRTA's estimated start date of implementation is October 3, 2022 with an estimated time of completion of eighteen (18) months from the executed contract date.

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

- Cover Letter,
- Technical/Functional Requirements,
- Project Management Plan,
- Qualifications (Experience, Satisfaction of Previous and Current Clients and Technical Competence),
- Certification Forms, and
- Price Schedule (submitted in a separately sealed envelope).

Firms 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. The proposal contents shall include the following:

1.2 Proposal Contents and Format

The contents of the proposal shall include the following:

Cover Letter

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

Section 1 - Technical/Functional Requirements **(35 points)**

The Proposer must describe how it will meet Technical/Functional Requirements. A comprehensive training plan is required. Explain how

interface with current third-party systems and applications will be met. Describe implementation plan and methodology. Include an implementation timeframe and rollout strategy. Also, include information on the warranty, maintenance, and Support.

Section 2 – Project Management Plan
(25 points)

The Proposer must submit logic of the proposal to include a well-defined approach, gap closure, implementation and project schedule. The Proposer must provide qualifications of project staff, particularly key personnel and the project manager. Include details of key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the limitations on changes in key personnel.

Section 3 – Qualifications (Experience, Satisfaction of Previous and Current Clients and Technical Competence)
(20 points)

The Proposer must demonstrate technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm. Provide a review of client references.

Section 4 – Price Schedule (Appendix A) (Sealed Separately in an Envelope)
(20 points)

The Price Schedule includes the cost of hardware, software, project implementation to include installation, data migration, configuration, and training as well as warranty, and maintenance and support services. Each Proposer must submit the Price Schedule with its proposal. All costs to be incurred and billed to the CCRTA will be firm and included in this Price Schedule. (Failure to complete and return this section will be cause for rejection of this proposal as non-responsive.) The Price Schedule must be submitted in a separately sealed envelope

Section 5 – Certification Forms (Appendix B, C, D, F, G, H, and I)

2.0 EVALUATION CRITERIA

- 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	Technical/Functional Requirements	35
2	Project Management Plan	25
3	Qualifications (Experience, Satisfaction of Previous and Current Clients and Technical Competence)	20
4	Price	20
Total		100

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 cost are **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/.

3.1.2 Proposal Submission

3.1.2.1 Proposals may be emailed to procurement@ccrta.org 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. 2022-FP-09 Management Information System

If submitting by mail, Proposers shall submit (1) original proposal, five (5) hard copies, and one (1) electronic version in pdf format supplied on a USB Flash Drive. Sign and submit one (1) original and five (5) hard copies of the Proposer Compliance Questionnaire to The Scope of Work (Exhibit A) and one (1) electronic version in Microsoft Excel format supplied on the same USB Flash Drive with the proposal. Sign and submit Certification Forms (Appendix B, C, D, F, G, H, and I) as well as one (1) electronic version in PDF format supplied on the same USB Flash Drive with the above-mentioned documents. The Price Schedule (Appendix A) must be signed and submitted in a separately sealed envelope.

If submitting electronically, Proposers must submit the proposal in one electronic pdf file. The Proposer Compliance Questionnaire to The Scope of Work (Exhibit A) must be signed and submitted in pdf format and in Microsoft Excel format in one electronic file. Certification Forms (Appendix B, C, D, F, G, H, and I) must be signed and submitted in one electronic pdf file. Submit the signed Price Schedule (Appendix A) in a separate file. All four (4) electronic files should be clearly titled and submitted together in the same email to 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.

3.4 No Direct Contact with CCRTA Board Members

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

SCOPE OF WORK

1.0 DESCRIPTION

- 1.1 The CCRTA is seeking a five (5) year base contract for a cloud-based Management Information System (MIS). The MIS contract will include hardware, software, project implementation to include installation, data migration, configuration, and training, as well as warranty, and maintenance and support services.
- 1.2 The CCRTA's IT Department has defined the need for a new Management Information System that can meet the requirements of the Authority that are robust enough for current and future needs and have the capability to integrate with future disparate systems.
- 1.3 The current provider is Avail Technologies Fleet-Net, comprised of Microsoft Access front end with Microsoft SQL backend (Database).
- 1.4 The CCRTA's Technical Environment:
 - Windows Environment, Workstations/Servers
 - 1 GB Internet up and down Speeds
 - 5 GB Metro fiber network between 2 locations
 - 5658 Bear Lane, Corpus Christi, Texas 78405
 - 602 N. Staples St, Corpus Christi, Texas 78401

2.0 SPECIFICATIONS

- 2.1 The CCRTA requires a single point of implementation; meaning only one (1) vendor for all equipment and professional services referenced in this RFP. However, the vendor can partner with other professional services as long the primary proposer is the point of contact.
- 2.2 The Proposer must provide unlimited end user support.
- 2.3 The cost of administration, and end-user training must be included in this proposal.
- 2.4 Software maintenance costs for the five (5) year contract must be included in this proposal.
- 2.5 The vendor must demonstrate the needs of the CCRTA by briefly describing the project and its unique requirements, if any, including data

conversion from current system. The vendor must show which features are standard to their product and which features require customization.

2.6 The Installation and Implementation of the MIS software must be completed within eighteen (18) months. The MIS software must run parallel with the current software for a minimum of four (4) months until the data conversion and implementation is complete.

2.7 The software must have real-time capabilities.

2.8 The system will be a Hosted (cloud based) system with backup and archive capabilities.

2.8.1 The Cloud based system shall be hosted on redundant, failover-ready infrastructure with at least one geographically separate datacenter housing the CCRTA's data.

2.8.2 The Proposer shall describe the Disaster Recover (DR), failover, and backup methodologies for the hosted environment.

2.8.3 The CCRTA shall have access/capability to download copies of data sets and/or backup images through the web interface for local storage/possession.

2.8.4 The Proposer shall be able to re-constitute normal operation within two (2) hours of any failure or emergencies.

2.8.5 The Proposer will be responsible for the data migration from Fleet-Net (SQL-Database) to the Hosted software solution.

- Reconcile the migrated data to the current system (Fleet-Net).

2.9 Ability to integrate with the following technologies:

2.9.1 Transit fare collection system, SPX Corporation - Genfare

2.9.2 Fleet watch fuel and fluids management

2.9.3 CCRTA banking partners

- Purchase Cards
- Travel Cards

2.9.4 Trapeze Transit planning software

2.9.5 Transit AVL (Automatic Vehicle Location) provider

- 2.9.6 Electronic forms management solution
- 2.9.7 Electronic commerce solution
- 2.9.8 Electronic digital signature solution
- 2.9.9 Unified messaging solution
- 2.9.10 OCR or bar-code solutions
- 2.9.11 Workforce.com Time Clock Software
- 2.10 The Proposer must have a project manager, with a minimum of three (3) years' experience assigned to oversee all training, implementation and conversion of software, and installation of hardware until completion.
- 2.11 See details of Core and Optional Modules under the Management Information Software section.
- 2.12 The Proposer must be able to provide all modules and specifications specific to that module.

3.0 Warranty, Training and Succession Plan

- 3.1 The Management Information System should have a minimum 12-month warranty. If the MIS is available with a 12-month warranty, place a check mark in the "If Yes" field on the Price Schedule (Appendix A). If a 12-month warranty is not available, state the warranty term in the "If Not" field on the Price Schedule (Appendix A). If no notation is made, vendor shall be required to provide a 12-month warranty. Warranty will begin on date of installation completion, **not on the delivery date**.
- 3.2 All parts shall be fully warranted and meet the standard manufacturer's warranty.
- 3.3 The Proposer will provide training for authorized personnel to ensure satisfactory competence in using the MIS system, including the software applications, data processing, report generation, and system administration.
 - 3.3.1 Adequate training will be provided on the use and maintenance of the MIS software and hardware leading to a satisfactory level of competence by the appropriate CCRTA administrative, operational, maintenance, technical, and transit service operators.

- 3.3.2** Training will take place at the CCRTA's facility located at 5658 Bear Lane Corpus Christi, TX 78405 and 602 N. Staples Corpus Christi, TX 78401.
- 3.4** The Proposer shall provide a Succession Plan, the purpose of which is to provide for continued operations in the event that the contract is not renewed or is terminated for convenience, or the Proposer is declared in breach of contract. The CCRTA requires that operations continue without interruption under all circumstances.
- 3.5** The Proposer's succession plan shall assume the CCRTA's ownership of all assets used for MIS operations (e.g. equipment, system hardware and software) and for the CCRTA's immediate/automatic right to assume or use any other elements required for uninterrupted MIS functions. The Proposer's succession plan shall include a reasonable cost for transferring from the Proposer to the CCRTA.
- 3.6** The Succession Plan shall describe how the Proposer's operations would continue under the CCRTA's control. The plan shall cover the following areas, but not limited to:
 - 3.6.1** Transfer of assets, including equipment and other materials and supplies
 - 3.6.2** Transfer of data
 - 3.6.3** Transfer of system hardware and software
 - 3.6.4** Identification of any contractual agreements that are assumable by the CCRTA, including but not limited to maintenance agreements
 - 3.6.5** Staffing and training required to actually accomplish the succession

MANAGEMENT INFORMATION SOFTWARE

1.0 GENERAL

The cloud-based software shall have a single user interface with accessibility to a dashboard customizable by individual users. The software system must be compatible with Windows 10 and above, Web browsers including Edge, Chrome, Firefox, and Safari.

File import and export options must also be available using Adobe Acrobat, Microsoft Word, Excel. Subsidiary ledger systems must have appropriate editing and verification systems to generate accurate general ledger transactions, which can be reconciled. Users must be able to generate standard and customized reports from the database. The software must have capabilities to link source data such as the general ledger and account numbers to produce various external financial reports documents and have the ability to create multiple accounting representations of transactions.

Must have the ability to provide users with extensive querying, automatic report generation, budget comparisons, transaction and auditing. An audit trail report must be available to track changes to transaction and master data including the source of change, the user initiating the change as well as before/after values. Archiving capabilities are also in need to allow the user to choose which reports require archiving to be able to retrieve them when needed.

All the information that is provided to the MIS users shall be via intuitive and easy to use Graphical User Interfaces (GUI). The GUI shall not be static and shall be fully customizable for each class of user.

1.1 The product must provide the tools to coordinate the efforts of the Twelve (12) Core Modules which consist of:

1. General Ledger
2. Accounts Payable
3. Grant Management/Project Tracking
4. Fixed Assets/Asset Management
5. Accounts Receivable, Cash Management, Billing and Invoicing
6. Payroll Management
7. Timekeeping
8. Human Resources

9. Purchase Order Processing and Contract Management
10. Inventory, Fleet Maintenance and Operations
11. Customer Help Desk
12. Budgeting

1.2 Additional Seven (7) Modules needed, but are optional include:

1. Claims and Safety
2. Revenue and Ridership Statistics
3. Public Schedules
4. ADA Paratransit Eligibility Processing Database
5. National Transit Database Reporting (NTD)
6. Bid Process Management
7. Transit Asset Management (TAM)

2.0 SOFTWARE SUPPORT AND DEVELOPMENT

Proposals must include on-site/remote software installation; review of the CCRTA's current procedures and requirements as part of the training and implementation plan and continued software support services. Preference will be given to Proposers that meet the requirements of the RFP. The product must currently be implemented for a minimum of five (5) companies and have been in use for at least three (3) years. Software Maintenance must include ongoing software updates and availability to attend training seminars as part of the software system license and support agreement. Proposers must provide Release Notes that document changes between version releases. These documents must be written in a fashion that is easily understandable by the end user.

3.0 SECURITY AND SOFTWARE

The product must provide the following menu system and security features:

1. Two-factor authentication
2. Ability to modify and add menus

3. Ability to run user generated and ad hoc reports
4. Individual user accounts
5. Access control by role
6. User identification prints on audit reports with date and time
7. Menu selection recorded by user, date, time, and device automatically when programs are executed (logging)
8. Access codes have the ability to expire on a given date
9. Output device variable by workstation/session
10. Multiple screen sessions available for each workstation
11. Program/system status inquiry displays users and programs in progress
12. Standard reports: System activity log by user, object or by date
13. Ability to support automated system audit tools that test the overall system for security weaknesses (easily broken passwords, etc.)
14. Ability to detect unauthorized access and/or modification of files and programs
15. Ability to expire passwords and force password changes (i.e., passwords be set to expire after a certain number of days)
16. Describe the security tools and features that are included in the proposed MIS system including all hardware, subsystems and application.
17. Describe the different access levels securities
18. The Proposer will provide software updates for a minimum period of five (5) years from the date of the CCRTA's acceptance of the installation of the initial procurement, without additional cost to the CCRTA.
19. Any hardware or software licensing or maintenance fees will be noted in the Proposer's submission.

4.0 WORKFLOW

1. Ability to provide workflow functionality, automating business processes within the system that can be controlled and managed by a trained end-user. This workflow includes routing based on roles defined in the system

and assigned to each user and rules determining how a process is handled and works consistently across all module areas and user interfaces within the application.

2. Ability to provide workflow functionality that allows users to lookup a transaction and see the status in the process.
3. Ability to provide workflow functionality that is role based such that departments can perform approvals in a “person independent” manner.
4. Ability to provide tickler / reminder functionality throughout the system that could be set to trigger based on certain events (e.g. more than two weeks have passed and you are responsible for completing this step, contract is going to expire soon, etc.). Additionally, be able to trigger a standard email to be sent through Outlook.
5. Ability to provide the same workflow rules and engine regardless of the user interface that is used (i.e., web-based or client-based interface).
6. Ability to provide workflow functionality that allows a user to forward workflow items for a user-designated period of time to another user who will act as a surrogate in being able to review, approve and reject all workflow items in the first user's absence.
7. Ability to provide workflow functionality that allows for items to be put into workflow with a combination of parallel or sequential approvals.
8. Ability to provide workflow functionality such that in a parallel approval the following options are possible:
 - All users must approve an item before moving to the next step
 - One user must approve an item before moving to the next step
 - Rejection by only one of the users will push the workflow back to the previous step
9. Ability to provide workflow functionality with the following options when reviewing an item:
 - Approve
 - Forward
 - Hold
 - Reject
10. Ability to provide workflow functionality that allows for notification of the results of a workflow step to be sent to a user via email and be viewable internally within the application. The type of notification (email or internal to application) can be customizable for each individual user.

11. Ability for the system to provide flowchart-type tools to establish and maintain customized workflows, visually.
12. Ability to support web services as a means of real-time data exchange with other applications.
13. Ability to import data into master files (commodity codes, Zip, New Pricing etc.).

5.0 GENERAL ACCOUNTING FUNCTIONS

The general accounting department's primary function is the coordination of the core modules' monthly, quarterly, and year end closures for the General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Inventory, Purchasing, Payroll, Revenue, and Grant Accounting reporting functions. The software must have the ability to support electronic/digital signatures

The following programs must be available and fully integrated in order to perform the necessary general accounting functions: General Ledger, Accounts Payable, Grant Management/Project Tracking, Fixed Assets/Asset Management, Accounts Receivable, Payroll Management, Timekeeping, Human Resources, Purchase Order Processing and Contract Management, Inventory, Fleet Maintenance, Barcode Inventory Management or systems that will integrate into current system functions.

The system must have the capabilities of fund accounting with pooled cash management.

CORE MODULES:

6.0 GENERAL LEDGER

The software system shall receive automatically generated subsidiary journal entries from interfaced systems to create automatic journal entries and shall have the following capabilities.

6.1 General Journal Entries

1. Records general journal entries, grant accounting entries, reoccurring entries, accrual entries and reversals, prior period adjustments and account balance redistribution.
2. Updates journals in balance to the general ledger.
3. Maintains a Multi-Modal NTD Report based chart of accounts.

4. Maintains a monthly account history that is automatically posted by the system.
5. Keeps an automatic audit file of changes made to the chart of accounts or account history.
6. Creates/Edits an annual budget.
7. Cross-reference account reporting.
 - a. Standard reports and inquiries:
 - b. Detailed account inquiries
 - c. Subsidiary journal listings
 - d. Chart of accounts listing
 - e. Chart of accounts audit
 - f. Account history audit
 - g. Budget master listing
 - h. Income Statement with budget
 - i. Annual budget projection
 - j. Balance Sheet and financial statements in accordance with GAAP
 - k. Transaction Inquiry
 - l. Cash Flow Statements
 - m. Comprehensive fund accounting reports with each grant having the ability of generating its own set of financial statements
8. Reports available by division or consolidated for all or multiple divisions for:
 - a. Income statement
 - b. General ledger
 - c. Trial balance

- All accounting standard trial balance formats
- d. Comparative analysis
 - e. Transaction Journal
 - f. YTD General ledger
 - g. Budget analysis comparison
 - h. Budget variance report
9. Ability to post auditors adjusting entries for prior fiscal year while continuing the financial process for the current year.
 10. Pie Charts and bar graphs displaying history, budget and current totals based on specified criteria.
 11. Ability to reproduce financial reports for a prior period.
 12. Ability to attach supporting documents and work papers (i.e. scans) to General Ledger transactions.
 13. Form data for NTD F-30, F-40, and F-60

7.0 ACCOUNTS PAYABLE

1. Maintains vendor files
2. Records invoices, assigning general ledger posting account to be charged
3. Ability to attach scanned invoices to associated vendor file
4. Online updating to vendor master and general ledger journal
5. Adjustments, debit or credit memos and applicable general ledger postings
6. Select invoice items for payment using various methods, including vendor/due date, discount eligible invoices, fixed expenses, items by reference number, etc. Scan in invoices and attach to appropriate vendor and reference number.
7. Cash requirements journal (editable)

8. Allows modification of current payment selection being processed, without having to re-enter the invoice for payment later.
9. Prints checks/vouchers
10. Fixed Expense (Reoccurring) Payments
11. Interfaces to an automatic check book reconciliation program.
12. Interfaces to general ledger for updating cash, accounts payable, warrant accounts, assets, expense accounts, etc. Sufficient detail pertaining to accounts payable transactions to feed other departments through general ledger for budgeting/purchasing information.
13. Void/Canceled check processing with an ability to process one or a range of checks.
14. Bank Reconciliation
15. Standard reports and inquiries:
 - a. Vendor History Inquiry
 - b. Monthly Payables Register
 - c. Aged Trial Balance – on historical basis or real time basis.
 - d. 1099 Statements
 - e. DBE reports
 - f. Payment Selection Inquiry
 - g. Check Register
 - h. Checkbook reconciliation report
16. A “search” option for a specific invoice with keyword and wildcard.

8.0 GRANT MANAGEMENT/PROJECT TRACKING

1. Dash Board Controls for all project managers to review entire process cradle to grave for tracking assignments to project managers. (Director, Manager, Supervisors and Leads).

2. Electronically track all forms required by Finance, Procurement and Maintenance as it is processed through the software module to track the following:
 - a. Board Approval to procure
 - b. Project Number form issued for starting the project (reference tracking within the system cradle to grave)
 - c. Request to Procure
 - d. ICE
 - e. Scope of Work
 - f. Digital Requisition Form
 - g. Contract Evaluation Form
 - h. Electronically Signatures sign-off by all Parties and Managers for completing the projects.
3. Records Projects by:
 - a. Project Number and types and subtypes of Projects
 - b. Status – Active/Inactive
 - c. Grants (types and subtypes):
 - Federal
 - State
 - Other
4. Ability to include revenue and expenses amounts, and funding sources in project/grant master file.
5. Ability to identify funding sources
6. Maintains Life to Date Information:
 - a. Budgeted Amount by General Ledger Account
 - b. Number/Budget Remaining
 - c. Expenditures by Fiscal Year

d. Grant Revenues Received by Type/Remaining

7. Interfaces with General Ledger, Accounts Payable and Purchase Order. (And Fixed Assets).
8. Ability to transfer grant activity between grants. Ability to track key grant information.
9. Ability to specify multiple funds/bonds as sources of funding for a project, including the percentage of funding from each source.
10. Ability to provide features to reclassify project/grant activity by journalizing, in order to allocate administrative costs based upon user defined selection criteria.
11. Ability to transfer costs between and across projects and tasks.
12. Ability to allow expenditures directly to multiple funding sources with the ability to track to a single project.
13. Ability to provide real-time project cost data with drill down capabilities for all project module fields.
14. Ability to accommodate subsequent contract change orders to update dollar amounts and durations.
15. Ability to enter and maintain time-phased budgets for a project, including multi-year projects.
16. Ability to indicate the "percent complete" for tasks or general functions of a project.
17. Ability to display a project calendar.
18. Ability to associate a grant/project number with the transaction, for all source transactions (including: requisitions, purchase orders, vouchers, invoices, contracts, cash receipts, general ledger transactions) to or from other modules within the system using the proper chart of account codes.
19. Ability to attach images/electronic documents to the project or grant record in the master file.
20. Ability to interface with the capital assets (or fixed assets) module to provide project information for capitalization as an asset in the capital asset module based upon user defined criteria (activity code).

21. Ability to post installed assets data (total project costs) from Projects module to Fixed Asset module upon approval.
22. Ability to capture purchase order and encumbrance amounts from Purchasing.
23. Ability to pass project expenses / expense reports to be paid from Projects module to Accounts Payable for payment.
24. Standard inquiries by:
 - Project Number
 - Description
 - Federal Grant Number
 - State Grant Number
 - Local Grant Number
 - Operator Amount
 - Start Date
 - Completion Date
 - Department

9.0 FIXED ASSETS/ASSET MANAGEMENT

Dash Board Control for all Project Managers to Review Assets Process

1. Tracks individual assets, recording date of purchase, tagging asset, location, etc.
2. Reporting or inquiry of asset needed by asset number, description 1, description 2, vendor name, date acquired, asset tag number, previous tag number, location, model number, serial number, federal grant number, state grant number, asset class, asset type, or person asset assigned to.
3. Monthly depreciation calculation of each asset using straight-line method and posting same based on percentage of state, local, federal and operator participation.
4. Interfaces to general ledger required for depreciation method specified in the General Accounting Functions for posting to applicable depreciation/amortization and expense accounts.
5. Standard reports and inquiries using methods described in line 2:
 - a. Asset inquiry
 - b. Depreciation Report

- c. General ledger depreciation detail by individual asset
- d. Asset file listing
- e. Fully depreciated assets
- f. Asset audit trail list
- g. Grant reporting
- h. Assets purchased/disposed during current fiscal year
- i. Barcode tracking option or describe method for annual physical audit
- j. Ability to forecast the assets from entry to end of life cycle removal reporting date range review and forecasting replacements cycling.
- k. Work orders and fixed assets
 - Create work orders for capital assets like (Buildings, Bus Benches, Grant funded Items, etc.).

6. Form data for NTD F-20

10.0 ACCOUNTS RECEIVABLE, CASH MANAGEMENT, BILLING AND INVOICING

- 1. Accommodates cash receipts, contract billings and collections.
- 2. Maintains customer files.
- 3. Records invoices and general ledger posting accounts.
- 4. Records bus passes or tickets sold by type.
- 5. Audits consignment sales of bus pass(s) or tickets.
- 6. Receives cash and applies payments.
- 7. Interfaces to general ledger and updates accounts receivable, cash, consignment accounts, revenue, cost of goods sold, etc.
- 8. Standard reports and inquiries:
 - a. Sales inventory inquiry
 - b. Aged trial balance - on historical basis or real time basis

- c. Invoice printing
 - d. Statement printing
 - e. Customer balance inquiry detailing open item and historical detail
9. Ability to attach supporting documents to Accounts Receivable (AR) transactions (scanned invoices, checks, remittance, etc.).
 10. Interface with Genfare to programmatically record farebox revenues based on definitions (route, bus, etc.).
 11. Form data for NTD F-10.

11.0 PAYROLL MANAGEMENT

The CCRTA is utilizing four different systems to get a payroll process in the maintenance department. The CCRTA needs to use only “one system” for all tracking and input to meet state and federal requirements and the CCRTA’s business needs.

Objective: To provide an automated system to improve processing of pay and deduction information, manage on-line employee records and facilitate the preparation of paychecks, reports and surveys.

1. Interfaces with operator timekeeping to reduce the daily driver pay time.
2. Maintains employee master files including seniority, licensing, personal and tax related information as well as pay rate.
3. Ability to classify employees in variety of ways (active, terminated, inactive, on-call, seasonal, permanent, temporary, term, intermittent, full-time, part-time, elected, exempt, non-exempt, and user-defined other).
4. System must provide:
 - a. The ability to safeguard against using duplicate Social Security Numbers (SSN).
 - b. Ability to have choice of assigning employee identification numbers or having the system automatically assign them.
 - c. Ability to display employee information without displaying the SSN.
 - d. Ability to create a flag to disallow payment to a terminated employee.

5. Uses corresponding NTD form pay codes and compiles information for NTD Reporting. Accommodates various earnings codes for regular, overtime, sick, vacation, leave, training, expense, holiday off, holiday worked, and other standard transit earnings types.
6. Allows multiple check types paid during a single payroll cycle.
7. System must provide flexible processing schedules for the ability to rerun payroll, if needed.
8. Ability to perform supplemental payroll processing to support year-end processing schedules.
9. Establishes a general ledger interface for gross wages, taxes, voluntary deductions, payroll cash accounts, direct deposit payments, etc.
10. Ability to match every payment and adjustment with the pay period where the adjustment applies.
11. Provides for void check processing.
12. Ability to adjust all accumulated totals that are affected by an adjustment (e.g., FICA-subject wages, taxes, and retirement).
13. Provides for user established voluntary deduction codes, attendance codes, internal job class codes, mode of service codes, and local tax codes as required.
14. Uses NTD Class Codes to compile related reporting information.
15. Allows for up to 99 voluntary deductions for a single employee. These voluntary deductions can accommodate simple items ranging from health insurance to more complex Section 125 Flexible Benefits or pension plans requiring special tax handling routines. Voluntary deductions may be employee paid, employer paid, or both.
16. Employee dollars and hours recorded by earnings code. Fringe benefit codes such as sick and vacation also store benefit accrual parameters and log hours used vs. earned and entitled. Update automatically by payroll update.
17. Earnings and tax file accommodate all taxable requirements, gross wages, FICA wages, FICA tax, Medicare wages, Medicare tax, etc. Update automatically by payroll update.
18. Elapsed time calculator.

19. Modify/Add pay time.
20. Automatic overtime calculation.
21. Employee time summary.
22. Pay time inquiry.
23. Payroll calculation and preview check register.
24. Automatic pay rounding adjustments.
25. Ability to support different payroll deduction frequencies and payment frequencies.
26. Ability to terminate/add and pay an employee in the same cycle simultaneously.
27. Ability to change position and job class mid-pay cycle.
28. Overtime:
 - a. Ability to calculate gross pay: Base Pay + OT Premium + Other Additions to Pay.
 - b. Ability to identify which additions to pay are included in OT weighted average calculation.
 - c. Ability to calculate FLSA overtime on only one position's hours for an employee in multiple positions (e.g., an employee who works hours in an exempt position and hours in a non-exempt position).
 - d. Ability to calculate weighted average overtime premium pay: Regular Rate x OT hours x .5.
 - e. Ability to pay overtime rate if employee has worked less than 40 hours in week (special events for PW).
 - f. Ability to alert users if OT is entered without 40 hours of pay entered.
 - g. Ability to alert users if more than 40 hours of work is entered without OT paid or comp time accrued.
 - h. Ability to alert user for overtime or comp earned for unauthorized employees.
 - i. Ability to specify earning codes that are overtime eligible.

- j. Ability to calculate overtime payments using weighted average hourly rate for employees with one or more pay rates.
 - k. Ability to pay shift differential based on percentage of rate or set amount. Ability to have special payroll runs at the same time as a normal payroll run.
 - l. Ability to calculate differential shift by work times coded by employees, according to contract.
29. Ability to have current period (bi-weekly), quarter-end, and year-to-date accumulators for all taxes, deductions, earnings, and hours (including pay hours, overtime hours, differential, leave hours, etc.).
30. Ability to perform both payroll and personnel functions from a single database with automatic update of information in both systems from a single transaction.
31. Ability to run supplemental payrolls that update the year-to-date balances (gross, net, taxes, deductions, etc.) without producing paychecks.
32. Ability to run preliminary payrolls that do not update year-to-date balances but simulate the update of year-to-date balances with simulated postings to the general ledger (e.g. a test run).
33. Ability to record each replacement check number in the payment history record for the check that is replaced and the replacement number should not overlay the original check number.
34. Ability to establish the priority of the deductions - user can change priority for all employees or for individual employees.
35. Ability to identify which payroll run the deductions are scheduled for (first, second, third, only first & second, all, etc.).
36. Ability to locate and view every check record using the replacement check number, employee ID number, or check date as a search key.
37. Ability to do a monthly accumulation of insurance premiums for reconciliation to insurance providers' invoice file. Provide for method of comparison.
38. Ability of the system to calculate and pay an employee's wage/salary with the following factors:
- a. Award
 - b. Bonus

- c. Overtime
 - d. Double-time
 - e. Unpaid Time
 - f. Base Salary
 - g. Leave of absence (with and without pay)
 - h. Comp Time
 - i. Additional straight time
 - j. Holidays, including floating holidays
39. Ability to “gross up” a pay (i.e. employee gets a net for \$500.00)
40. Ability to generate automatic G/L journal entry for all deductions each pay period.
41. Garnishments:
- a. Ability to process garnishments for third-parties, child support, bankruptcy, federal levy.
 - b. Ability to record information:
 - Name and address of the levying party
 - Case number
 - Garnishment amount
 - c. Ability to enter specific garnishment withholding amounts for an employee for each pay period.
 - d. Ability to have one garnishment deduction that can be paid out to multiple vendors
 - e. Ability to calculate withholding of specific amount up to a pre-described amount (balance due/maximum deduction amount).
 - f. Ability to calculate withholding at a percentage rate of disposable pay up to a pre-described amount (balance due/maximum deduction amount).
 - g. Ability to calculate court-ordered medical insurance premiums as garnishment when computing disposable income.

42. Ability to allow the selection of the method of computing employee and employer contribution amounts based on the following:
 - a. Flat dollar amount
 - b. Percentage of the total contribution amount
 - c. Amount per hour worked

43. Ability to calculate and pay an employee's other source of compensation:
 - a. Prior period adjustments
 - b. Car Allowance
 - c. Moving expenses
 - d. Tuition aid
 - e. Travel reimbursement
 - f. Mileage reimbursement
 - g. Supplemental payments
 - h. Underpayments
 - i. Lump sum payment for unused leave
 - j. Allowance (clothing, uniform, etc.)
 - k. Other reimbursements and additions to pay
 - l. Dependent Care

44. Retro Pay:
 - a. Ability to automatically calculate retroactive pay
 - b. Ability to generate a separate Retroactive Pay separate from the regular pay cycle
 - c. Ability to calculate and allow one-time or multiple arrears deductions for an employee's insurance premiums if needed for retroactive changes in the employee's enrollment. Ability to automatically generate pay or adjustments when a retroactive pay-related information is changed – rate, hours, allowances, etc.

45. Paycheck printing
 - a. Cycle and manual check processing
 - b. Manual check processing for one or more checks
 - c. Ability to process checks with \$0 amount
46. Payroll register
47. Updates current payroll to employee files, NTD Report files and timekeeping history files.
48. Ability to perform check reconciliation.
49. General ledger detail by employee and consolidated for update to payroll subsidiary journal files.
50. Monthly/quarterly/annual payroll files reset.
51. Ability to determine if earnings are sufficient to withhold a deduction.
52. Interface payroll to bank for direct deposits of savings, checking or net pay.
53. Records employee attendance.
54. Easily maintains FICA and Medicare parameters as well as federal, state and local tax tables, without requiring program modifications for simple rate changes.
55. NTD Report expense class and time class consolidated detail.
 - a. Form data for NTD R-10
56. Ability to track the following information:
 - a. Multiple Insurance plans
 - b. Credit union (or other banking facility)
 - c. Basic and additional life insurance
 - d. Survivor's income benefits
 - e. Long-term disability insurance
 - f. Short-term disability insurance

- g. Deferred compensation
 - h. Garnishments (child support, federal levy, creditor, bankruptcy)
 - i. Supplemental Life (2 different types)
 - j. Union dues (four unions and perhaps more to be added)
 - k. Federal, state, FICA (OASDI), Medicare taxes
 - l. Unlimited number of deductions
 - m. Deductions with a future effective date(s)
57. Ability to track the following information (MTD, QTD, and YTD):
- a. Regular Pay
 - b. Overtime Pay
 - c. Paid and Unpaid Leave
 - d. Hours paid in current period but worked, taken, or earned in previous pay period
 - e. Lump sum paid leave (vacation, sick leave, and comp hours)
 - f. On-call shift by day
 - g. Retirement benefit received
 - h. Overtime at straight time rate
 - i. On the job injury pay
 - j. Short term disability
 - k. Jury Duty
 - l. Termination/retirement leave payout
 - m. Training Pay
 - n. Status: Permanent, Term, Part Time
 - o. Compensation time paid

- p. Compensation time earned
- q. Dependent sick leave
- r. Family death (funeral) leave
- s. Personal holiday
- t. Military leave
- u. Catastrophic leave
- v. Suspension
- w. Family Leave – no pay, comp taken, dependent sick leave, personal holiday, sick leave, vacation, catastrophic leave.
- x. Earning type subject to retirement, FICA, income tax, or Unemployment Insurance.

58. Standard tax reporting:

- a. Federal tax register
- b. W-2's and 1099's printing or electronic reporting
- c. Wage electronic reporting
- d. PERS electronic reporting
- e. IMRF reporting
- f. W-2 register

59. Standard employee reports:

- a. Alpha list by department
- b. Birthday list
- c. Employee status list
- d. Inactive employees
- e. Voluntary Deduction list
- f. Pay rate Report

- g. Job Title Report
60. Standard employee pay history reports and inquiries:
- a. Display pay history
 - b. Paycheck inquiry
 - c. Labor history summary
 - d. Paycheck history report
 - e. Employee audit trail
61. Miscellaneous payroll reports generated every pay cycle:
- a. Paycheck distribution audit
 - b. Payroll department report
 - c. Miscellaneous deductions audit
 - d. Pay code summary
62. Ability to attach scanned timesheets to employee pay period entries.

12.0 TIME KEEPING

1. Have the ability to record time attendance, transactions and scheduling.
2. Different options for timekeeping (PC “clock in and clock out”, electronic timesheets, or time clock)
3. The software must have the ability to interface or upload with payroll.
4. Quantity of seven (7) Time Clocks would be needed if hardware units are proposed.

13.0 HUMAN RESOURCES

Objective:

To provide an automated system to improve management of online employee records and facilitate the preparation of reports, surveys, and the entire recruitment and selection process. To provide automated Human Resource and Benefit Administration services. Improves internal control of department personnel costs through improved labor distribution reporting.

1. Ability to perform both payroll and personnel functions from a single database with automatic update of information in both systems from a single transaction.
2. Ability to create, post, and print job announcements.
3. Ability for the applicant to apply online for open positions by filling out an online application, attach additional electronic documents, and link to specific job posting.
4. Ability to track applications from initial application to completions without manual data entries.
5. Maintains the following employee reporting information and provides reports for:
 - a. Birthday list
 - b. Employees by department
 - c. Employees by job class
 - d. Summary by EEO code
 - e. Date of full-time status
 - f. Employee hire status
 - g. Seniority date
 - h. Employees by rate
 - i. Grade/step listing
 - j. Last rate increase
 - k. Inactive employees
 - l. FLSA Status
 - m. Employee by position number
 - n. Marital Status
 - o. Email address
 - p. Contact Information

- q. Ethnicity
 - r. Track all historical data and changes
6. Employee history transaction detail for:
- a. Occupational injury
 - b. Accidents
 - c. Outstanding achievement
 - d. Certificates of appreciation
 - e. Attendance/awards
 - f. Commendation
 - g. Certificates of completion
 - h. Counseling
 - i. Coach operator audits/ride check
 - j. Community service award
 - k. Outstanding customer service
 - l. Disciplinary history
 - m. Department of motor vehicles records
 - n. Safe driving awards/special project or recognition awards
 - o. Awards for excellence
 - p. 5/10/15/20/25-year service award
 - q. Intent to render discipline
 - r. Job safety award
 - s. Leadership award
 - t. Medical examinations
 - u. Maintenance work evaluation

- v. Passenger service report / rule violation notice
 - w. Performance evaluation
 - x. Employee suggestions
 - y. Training record
 - z. File review
 - aa. Records citations
7. Records job applicants and related EEO, referral source, job class, job category, and disposition data.
 8. Standard inquiries and reports:
 - a. Job applicant listing
 - b. Employee history inquiry
 - c. Citation listing
 - d. Employee history report
 9. Human resources interfaces with payroll master reporting.
 10. Employee Benefits Tracking:
 - a. Customize unlimited benefit codes
 - b. Interfaces to payroll data base
 - c. Policy number tracking
 - d. Effective / expiration dates of benefits
 - e. Coverage amounts
 - f. Deductibles
 - g. Employee and employer premiums either fixed amounts or percentage
 11. Multiple dependents tracking

- a. Dependents personal data and address information
 - b. Dependent relationship to employee
 - c. Co-pay data
12. Random Test Selection
- a. Parameter Driven by Job Class Code
 - b. Ability to include Subcontractor in Selection
13. Ability to track select pension information for active, former, and retired employees

14.0 PURCHASE ORDER PROCESSING AND CONTRACT MANAGEMENT

14.1 PURCHASE ORDER PROCESSING

1. Dash Board Control Module – Snap-shot for the following: Special Orders Tracking, Back Orders, delay orders on received date's projected (over-due), Open PO orders, Requisition status: pending, open, closed tracking.
2. Purchase order numbers can be assigned automatically with a different set of numbers based on location code.
3. Order from address information that interfaces to accounts payable vendor files.
4. Requisitions become purchase orders once authorized by specified users.
5. Un-authorization of a PO allows the user to convert the PO back to a requisition for editing.
6. User authorization levels can be set by department and user for specified dollar criteria.
7. Authorization/Security takes places with encrypted user pin numbers or electronic signatures.
8. Allows for tracking of blanket PO's with Contract number, Start/End Date, Contract Amount and Balance Remaining. All PO's with any "back orders" will need ability to run a report for tracking any part's which maybe on "back order" within the system. Tied to a dash board control screen.

9. Records purchase orders; system automatically generates sequential purchase order numbers.
10. Entry of general ledger posting account accommodated on each line item of purchase order. Account transactions flow to Accounts Payable module.
11. History of purchase orders kept on file.
12. As POs are recorded, interfaces with inventory to automatically increase on-order quantities in inventory master files. Also, vendor prices and OEM numbers are automatically recorded for building of vendor OEM cross reference file. This needs to be a requirement of the new system software of the contract.
13. Prints PO, accommodating taxable items, extended cost, freight, deposits, etc.
14. Prints receiving documents for receipt of incoming goods against invoices. Automate receiving documents management system by scanning all packing slips/invoices to expedite communications and process to AP to include Finance for a full close loop system. Reporting capabilities to run status reporting's on all stages for the process/stages of products delivery services within the module.
15. Prints PO audit list.
16. Standard PO reports and inquiries:
 - a. PO inquiry by vendor
 - b. PO inquiry by PO number
 - c. PO inquiry by item
 - d. Outstanding PO items/to include Back Orders reports for all active orders
 - e. PO items by item number, to include all items on one report - not individually
 - f. PO items by vendor
 - g. PO items by due date
 - h. Vendor Item Cost Inquiry

17. Records PO receipt of goods
18. Prints PO receipts audit list
19. Updates receipts, thereby reducing on-order quantity and increasing on-hand.
20. Prints receiving documents for matching to invoices and then forwarding to accounting for payment processing. Order has to be received on-site before forwarding to AP for processing.
21. Prints new receiving documents for any partial receipts. On any partial orders or back orders, the original PO will be utilized with revisions to the PO. The PO needs to be tracked cradle to grave using the same PO number with the revision number/s if applicable.
22. Standard PO receipts reports:
 - a. PO receipts by item number
 - b. PO receipts by PO number
 - c. PO receipts by vendor
 - d. PO items not received
23. PO invoice entry
24. Prints PO Invoice audit and updates average cost data in inventory master file, interfaces with Accounts Payable for automatic invoice posting, ready to process for payment.
25. Control Flag option enables reauthorization of PO if invoiced unit cost is higher than ordered unit cost.
26. Standard PO Invoicing reports:
 - a. PO receipts not invoice
 - b. Auditors Transaction Detail.
27. Other reports:
 - a. Order from address list
 - b. Interfaces with inventory item minimum and maximum standards and produces a suggested re-order report on demand.

14.2 CONTRACT MANAGEMENT

1. Contract Maintenance on Contracts and Agreements to include:
 - a. Set up new contracts and agreements
 - Enter Contract Administrator
 - Ability to add more than one Contract Administrator
 - Contract Type
 - Total Contract Days
 - Contract Days Remaining
 - Alert Warning
 - Alert Days
 - Alert Reoccurrence Days
 - Alert Document
 - Alert Sent Date
 - Procurement Method
 - A description of the contract or agreement
 - Comments
 - Assign a contract administrator
 - Start and end dates
 - Actual start and actual end dates
 - Board approved date
 - Contract/agreement signed date
 - Primary Vendor Number
 - Department number
 - Date Closed
 - Respond to Group
 - b. Activate/Inactivate contracts and agreements
 - c. Master Button (to return to the main page view)
 - d. Notes Button
 - e. Subcontractors Button (to add a subcontractor to the Prime's contract). A selection criteria for DBE or Non-DBE.
 - f. Contacts
 - g. Information Button
 - h. Delete Button
 - i. Projects Button (to add projects)

- j. Contract Email Button
 - k. Email Log Button
 - l. User Defined Button
 - m. Invoices Button (to view invoices processed on contract/agreement)
 - n. Payments (to view payments made on contract/agreement)
 - o. Reports (to run pre-defined reports)
 - p. Adjustments (to add/remove invoices or payments attached to the contract/agreement)
 - q. Open PO's (to view all POs open on contract/agreement)
 - r. Audit
2. Run Contract Alerts on Contracts and Agreements by Contract Administrator using the following:
- a. Create Alerts
 - b. Display Alerts
 - c. Send Alerts
 - d. Delete Alerts
3. Set User defined Data Entry:
- a. Option Years
 - b. Payment Terms
4. Run Contract Inquiry (a way of querying contracts/agreements whether active or inactive)
5. Contract Management Setup allows for the setup of the following:
- a. Contract Documents Required
 - b. Document Default Message
 - c. Edit Miscellaneous Cods

- d. Email Notification Setup
 - e. User Defined Data Field
 - f. User Defined Data Security
 - g. Search Criteria Setup
 - h. Transaction Control Record
6. Reports generated through the Contract module to include:
- a. All active and non-active contracts listing
 - b. Contract balances by Contract number
 - c. Contracts by expiration date

15.0 INVENTORY, FLEET MAINTENANCE AND OPERATIONS

15.1 INVENTORY

1. Maintain master inventory records noting in-house item number (Vehicle Maintenance Repair System [VMRS] codes used at the CCRTA), item description, quantity and cost information, comments about the item, minimum and maximum storage levels, warehouse bin locations, etc.
2. Standard item inquiries and reports:
 - a. Item inquiry by item number, Description, warehouse/bin location, product class, vendor OEM number, vendor description or vendor account number.
 - b. Perpetual inventory inquiry, automatically updated by purchase orders, vehicle maintenance, and work orders so as to track all movement of an item and display detail on purchases, receipts, order cancellations, backorders, purchase adjustments, usage adjustments, issues, invoices, invoice cancellations, finished goods, return to inventory, transfers and physical inventory deviations.
 - c. PO inquiry by item.
 - d. Vendor OEM number cross reference file automatically update by purchase orders so as to provide the following information for each stock item: vendor, vendor OEM number, last unit cost,

last purchase date, last receipt quantity, last purchase order number, last receipt date and lead time in days for every vendor the item is purchased from.

- e. Inventory history analysis
 - f. Analysis listing
 - g. Inventory item listing
 - h. Extended price book
 - i. Inventory Valuation Report
 - j. Automatic reorder capabilities using the minimum and maximum stock levels and the on-order and on-hand balances to calculate suggested reorder quantities.
 - k. Generates a reorder list that may be modified prior to generating purchase orders for the desired quantities by interfacing with the PO system.
 - l. Keeps an item history that shows usage quantities by item for the last 12 months and the last fiscal year.
 - m. Provides unit of measure conversions and inventory transfers.
 - n. Accommodates on hand/usage and purchase adjustments plus warranty receipts adjustments.
 - o. Provides for physical inventory tracking using a barcoded inventory method. Prints a deviation report and update appropriate inventory files.
 - p. Posts Journal Entries for deviations to assigned account numbers.
 - q. Identify bid items.
3. Barcode Inventory Management
- a. Uses portable laser gun technology to track daily parts issues and import the data to the PC for work-order processing use.
 - b. Prints barcode labels for parts, employees and work-orders.

- c. Uses same technology for cycle counts, physical inventory, work-order labor, and fast fuel and fixed asset tracking.
 - d. Wireless or docking station file transfer
 - e. Updates physical inventory, noting counts and deviations
 - f. Updates work-order issues, noting issues and discrepancies
 - g. Updates fixed assets, noting assets recorded
 - h. Updates work-order labor entries
 - i. Updates Daily Service file
4. All movement and tracking data input needs electronic signatures sign-off with audit trail for all activities having to do with inventory control. This was identified during the last state audit performed by the state auditors. To include the electronic signatures for all aspects of the cycle counting processing. To include the barcoding scanning functions, for all aspects of the inventory process through the entire system.

15.2 GENERAL MAINTENANCE FUNCTIONS

1. The CCRTA's vehicles are maintained at the Bear Lane Operations Facility. The Maintenance Department's primary function is to maintain vehicles, so that they may operate safely on the road. A preventative maintenance schedule must be established for vehicles and major components. Vehicles must be routinely fueled and serviced on a daily basis.
2. The department is accountable for tracking work order labor, parts, costs per vehicle, costs per department, component warranties, driver reported defects, road calls, and establishing labor standards for vehicle repairs.
3. The following resources must be available in this system: Fleet Maintenance, Component and Warranty Tracking, Vehicle Problems/Road Call Reporting, Work Order Processing, and Automated Fuel Island Interface. To include failure analysis of failed hard components on the vehicle for predicting future replacement cycling.

15.3 FLEET MAINTENANCE

1. DASH BOARD: Current Fleet Inventory Status In/Out of Service total count of Vehicles, Out of Service for no Parts, Total Miles operator MTD (Miles to Date), Fuel Consumption Running Total, Open Work Orders, PMI scheduling and Forecasting, DVIR's status: complete or pending to include YTD status, Road Calls Running Total, Labor Hours available for all active shifts, Total Inventory Expenses YTD.
2. Maintain a vehicle file that stores all pertinent vehicle information required to identify vehicles, record month-to-date (MTD), YTD, and life-to-date (LTD) costs associated with a vehicle, preventative maintenance parameters and NTD data.
3. Provide for daily entry and automated fuel island import of consumables auditing data. Account for miscellaneous consumables' issues.
4. Accommodate pump meter and tank measure readings. Provide audit reports for the same.
5. Allow service entry by hub or mileage readings and accommodate off-site serving.
6. Automatically update daily service costs to vehicle file and updated mileage.
7. Provide a service audit report noting any vehicle usage discrepancies.
8. Provide inspection forecast reports for all vehicles and allow users to define preventive maintenance (PM) checklists by miles, days hours, and gallons for each PM inspection type and print PM checklists for vehicles due for inspection.
9. Provide a list of vehicles overdue for inspection. No overdue ones allowed.
10. Maintains a tire file that identifies tire usage and costs with mileage automatically updated.
11. Records tire change information and assigns tires to a specific vehicle.
12. Provide standard and customize vehicle reports and inquiries:
 - a. Vehicle listing

- b. Fleet exception standards
- c. Pump and tank audit reports
- d. Pump and tank lists
- e. Daily and monthly fuel and oil detail and averages by vehicle
- f. Monthly mileage report

15.4 COMPONENT AND WARRANTY TRACKING

1. Maintains component file identifying components, warranty tracking, and Preventive Maintenance (PM) parameters.
2. Provides inspection forecast reports for all components and allows users to define PM checklists for each PM inspection type and print PM checklist for components due for inspection.
3. Cross references components to a specific vehicle and lists components on a given vehicle.
4. Provides component inspection report and inquiry.
5. The ability to tack “life to date” miles or hours on each component. Ability to flag a vehicle/component if a work order generates or part is issued to a work order in order to manage components warranty process internally or externally.

15.5 VEHICLE PROBLEM/ROAD CALL REPORTING

1. Records road call information quickly and prints a road call report for mechanic to take on road.
2. Records driver reported defects.
3. Reported road call or defects automatically generate a work-order.
4. Provides the following inquiries and reports:
 - a. Road call/defect inquiry by vehicle, driver, dispatcher, problem code, mechanical or other, and by date range
 - b. Problem correction notice to driver once repair completed
 - c. Problems by vehicle noting mean time between failures

- d. Problems by driver
- e. Problems by problem code noting mean time between failures
- f. Vehicle miles by code
- g. Vehicle miles by type
- h. Inputting the three C's Complaint, Cause & Correction tracking and trending each by code type

15.6 WORK ORDERS

1. Record and store work order information by vehicle. The parts used must reduce on-hand inventory quantities immediately (real time) and interface to general ledger inventory and expense accounts. Rebuilds and components also must be accommodated.
2. Work order numbers are assigned automatically by the system allowing separate set of numbers based on repair location and asset type. Manual entry is also accommodated for pre-printed work-orders.
3. Accommodates for Notes entry by mechanic and/or supervisors. Ability to insert objects such as schematics or pictures is included.
4. Prints barcoded work-orders immediately upon assignment of work by supervisor.
5. Accommodates tool inventory tracking tasks to be used with Employee Assignments, and Employee time clock usage.
6. The following inquiries are provided:
 - a. Vehicle work-order history inquiry
 - b. Work-order inquiry
 - c. Work order detail by vehicle/component/rebuild item number
 - d. Work order general ledger audit and interface to subsidiary general ledger journal
 - e. Work order detail by customers
 - f. Work order detail by other items

- g. Work order detail by operation
 - h. Work-order totals by class code
 - i. List open work-orders
 - j. Operation code listing
 - k. A weekly and monthly graph report of work orders completed using Vehicle Maintenance Repair System (VMRS) specific codes
7. Keep active work order history for five (5) years with archive for data past five (5) years.

SEE DASH BOARD CONTROLS REQUEST BELOW

DASH BOARD CONTROLS
Software Controls Management Oversight

X – Indicates Access to Data

ADM (Director)	Current Monthly Totals	Year to Date Totals	Manager	Foreman/ Leads	Technicians
Fleet Management					
Out of Service Vehicles (12)	X	X	X	X	X
In Service Vehicles (58)	X	X	X	X	X
Vehicles down over 3 days	X	X	X	X	X
Road Calls Open	X	X	X	X	X
Road Calls Closed	X	X	X	X	X
PMI's Forecast	X	X	X	X	X
PMI's In-works	X	X	X	X	X
PMI's Completed	X	X	X	X	X
Work Order Open	X	X	X	X	X
Work Orders In-progress	X	X	X	X	X
Accidents Repairs Waiting Approval from Safety Department (Repairs)	X	X	X	X	X
Work Order Closed	X	X	X	X	X
Work Order Body Shop in Works	X	X	X	X	X
Work Order Body Shop Completed	X	X	X	X	X
Work Orders Requested	X	X	X	X	
Work Orders Request Pending	X	X	X	X	
Work Orders Requested In-works	X	X	X	X	
Work orders Requested Completed	X	X	X	X	
Total Miles Driven	X	X			
Total Fuel Consumption	X	X			
Unleaded	X	X			
Diesel	X	X			
CNG	X	X			
Propane	X	X			
MPG Average Fleet Wide	X	X			
MPG Broken into Sub-Fleets	X	X			
Bus Wash Operational	X	X	X	X	X
CNG Station Operational	X	X	X	X	X
Road Calls Closed	X	X	X	X	X
PMI's Forecast	X	X	X	X	X

ADM (Director)	Current Monthly Totals	Year to Date Totals	Manager	Foreman/ Leads	Technicians
Material Management					
Low Stock Items	X	X		X	X
Stock Out Items	X	X		X	X
Material Cost (parts across window, charged to assets & work orders)	X	X			
Open Requisitions	X	X		X	X
Closed Requisitions	X	X		X	X
P.O. Open	X	X		X	X
P.O. Closed	X	X		X	X
Back Orders Open	X	X		X	X
Back Orders Closed	X	X		X	X
Parts/Items on Order	X	X		X	X
Invoices/Packing Slips open	X	X		X	X
Invoices/Packing Slips Closed	X	X		X	X
Items received	X	X		X	X
COVID -19 Mask Issued out	X	X			

16.0 CUSTOMER HELP DESK

1. Tracks complaints and compliments to be utilized through Customer Service.
2. Distribution capabilities include Intranet and Internet utilizing installed email.
3. Security features that allow for confidentiality and accountability.
4. Standard Reports include Service Desk Exceptions Report, Summary Report along with various Miscellaneous Reports.
5. Intended to be used to record, store, and track complaints, compliments, and commendations. Completed complaint reports are forwarded to designated department(s) for response.
6. Exception reports are generated for complaints that have not been forwarded to the department or complaints that are not completed or verified.
7. Automated Alerts / Reminders
8. Bulletin Board to convey information quickly and reduce calls to dispatch etc.
9. Search Capabilities
10. Customers can interact with the agency online
11. Communications Tracker
12. Customizable Customer Assistance Forms (CAFs) and Templates
13. Compliant with ADA and Title VI Federal Requirements
14. Data can be exported and used in other programs for more analysis
15. Features are permission driven, so one user can see more features than the other.
16. Contractor/third party services can use the system for their complaint needs
17. Complete Audit and history available for CAFs
18. Customizable printing
19. Ability to quickly clone CAFs

17.0 BUDGETING

1. Upload and download current and prior budgeting data to Microsoft Office.
2. Allow editing after posting.
3. Customize work sheets to match P&L structure.
4. Must have multiple levels of detail.
5. Allow multiple budget versions and “what if” modeling until finalized/posted. Allow formula driven projections.
6. Allow budgeting on a period basis.

OPTIONAL MODULES:

18.0 CLAIMS AND SAFETY

1. Maintain information on each accident reported and data pertinent to safe driving awards.
2. Record claims settlement history on lawsuit costs by attorney and claimant.
3. Provide standard reports and inquiries:
 - a. Accident/incident report
 - b. Safe driving award list
 - c. Accident analysis report
 - d. Claims settlement history
 - e. Accident/incident inquiry
 - f. Risk management

19.0 REVENUE AND RIDERSHIP STATISTICS

1. Maintain a standard file that details all daily trip activity.
2. Generate daily trip information and post revenue and ridership counts by up to 10 fare categories to include total mileage, total hours per day, revenue miles, revenue hours, number of trips, and by day of week.
3. Accommodate import capabilities from electronic fareboxes and automatic

passenger counting systems.

4. Compile historical data for NTD reporting (average passenger trip distance and time).
5. Record route sampling information and produce standard reports.
6. Record on time performance.
7. Record exceptional breakdowns, lost time, lost mileage and lost revenue and produce standard report.

20.0 PUBLIC SCHEDULES

1. Import/export schedules from/to PC applications and print.
2. Maintain list of all bus stops schedules to meet the public ridership needs.
3. Identify routes and directions for blocking.
4. Routes can be interlined for vehicle blocking.
5. Specify stop ID codes for relief locations.
6. Specify day of the week service is available.
7. Allow driver footnotes for block, service, and any stop on any trip.
8. Automate run cutting to allow user to experiment with possible new run scenarios and increase efficiency.
9. Allow run assignments to be cut automatically, manually, or any combination.
10. Enable transfer of Public Schedules block to Trapeze Transit Master.
11. Define blocking and run parameter work rules and allow for local rules and restrictions on blocks and run cutting.
12. Driver run assignments should be able to be broken down into essential elements such as Report Time, Deadhead Time, Platform/Revenue Time, Spread Time, Turn in Time, etc., for NTD reporting.
13. Ability to re-run or re-number schedule trip blocking and sort as desired.
14. Ability to print unblocked trip list, blocked trips master listing, and vehicle usage guide.

15. Cut single piece runs, multiple piece runs.
16. Ability for Trapeze Transit Master to interface with Revenue and Ridership Statistics, Operator Timekeeping, Payroll, and Automated Dispatch modules.
17. Standard Reports:
 - Pull in, pull out report
 - Sign in, sign out report
 - Pre-bid and post-bid report
 - Driver run guide and block paddle report
 - Block manifest across and block manifest down report
 - Build various statistical reports such as miles per route, hours per route, vehicles per route, etc.
 - Dispatch report
18. Allow customized reporting.

21.0 ADA Eligibility Processing Database

1. Ability to keep track of all Eligibility applications received.
2. Ability to keep track the status of Eligibility applications whether they are in process, pending, eligible, ineligible, conditional, temporary etc.
3. Allow to create new application, update existing application.
4. Reporting for Eligibility records.
5. The reports should have accurate numbers for the applications processed.
6. Ad-hoc reports should have the ability to list the total records by category, start and end date.

22.0 NATIONAL TRANSIT DATABASE REPORTING (NTD)

The NTD software is used in its Urban Division to present financial and non-financial reporting in the uniform system of accounts and records reporting system required by the Federal Transit Administration (FTA). The software should compile data for the various reports required such as the following:

- Basic Information Forms (000's)
- Capital Funding Form (103)
- Operating Funding Form (203)
- Operating Expenses Forms (300's)
- Non-Financial Operating Data Forms (400's)
- Urbanized Area Formula Statistics Form (901)
- And other forms as required (Note: these form numbers/series can change)

23.0 BID PROCESS MANAGEMENT

The Bid Software Module would be used to process, manage and document RFPs, RFQs, and IFBs. It allows vendors to quickly respond to potential business opportunities easily, and most importantly, securely. Vendors can submit bids online, review bid tabulations and awarded bid information online.

24.0 TRANSIT ASSET MANAGEMENT (TAM)

Transit Asset Management (TAM) is a broad system for monitoring and managing the condition of public transportation assets. A core component of TAM is four required performance measures:

- Equipment: Percentage of nonrevenue vehicles met or exceeded Useful Life Benchmark
- Rolling Stock: Percentage of revenue vehicles met or exceeded Useful Life Benchmark
- Infrastructure: Percentage of track segments with performance restrictions
- Facilities: Percentage of assets with condition rating below 3.0 on FTA TERM Scale

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. 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** or electronically by email to AccountsPayable@ccrta.org. 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 coverages listed below having policy limits not less than the dollar amounts set forth:

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

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

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

6. WORKERS' COMPENSATION.

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.

**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(l) 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 affected 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.

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 to ensure that your firm's status is active with no exclusions before submitting your proposal.

APPENDIX A

PRICE SCHEDULE

RFP No.: 2022-FP-09
Management Information System

Proposer: _____

Instructions:

- 1) Refer to the "Scope of Work" and "Management Information System" sections before completing the Price Schedule and quote your best price.
- 2) This is a five-year supply and service contract.
- 3) **Submit one original Price Schedule.** On the outside of your sealed proposal address your envelope with the information as noted in the "Instructions to Proposers" Section 5 or submit your complete proposal package electronically to procurement@ccrta.org prior to the deadline of 3:00 p.m. (CST) Thursday, June 30, 2022.

FIVE YEAR BASE

Item Description	Unit Price	Total Price
MIS Software (Five (5) Year Base)		
Software Maintenance (Five (5) Year Base)		
End User Support (1,250 Hours for Five (5) Year Base)		
Implementation Services Fees		
End User Training (Onsite)		
End User Training (Remote)		
Administrator Training		
Interface Cost (If Applicable)		
Travel Expenses		
Hardware (Time Clocks, Scanners, and Additional Hardware)		
Access for 91 Users (List the Cost Per User in the Unit Price)		
Five Year Base Total		

**APPENDIX A
PRICE SCHEDULE CONTINUED**

RFP No.: 2022-FP-09

Proposer: _____

Management Information System

FIVE YEAR BASE

OPTIONAL MODULES

Item Description	Unit Price	Total Price
Claims and Safety		
Revenue and Ridership Statistics		
Public Schedules		
ADA Paratransit Eligibility Processing Database		
National Transit Database Reporting (NTD)		
Bid Process Management		
Transit Asset Management (TAM)		
Five Year Base Optional Modules Total		

**APPENDIX A
PRICE SCHEDULE CONTINUED**

RFP No.: 2022-FP-09
Management Information System

Proposer: _____

WARRANTY

Management Information System Minimum 12-Month Warranty	If Yes (check below)	If Not (State Warranty Term)

Note: Warranty must be included in your five (5) year base total.

Authorized by:

Authorized Signature

Printed Name

Title

Date

EXHIBIT A

PROPOSER COMPLIANCE QUESTIONNAIRE TO SCOPE OF WORK

This is a separate Microsoft Excel File.

This questionnaire must be signed and submitted with your proposal in order for your proposal to be deemed responsive and considered for award.

The spreadsheet is locked. Data entry is only allowed in the following fields: Proposer, Fully Comply, Do Not Comply, and Comply w/exceptions, (note exceptions).

For mailed submissions:

Sign and submit one (1) original and five (5) hard copies of the Proposer Compliance Questionnaire to The Scope of Work (Exhibit A) and one (1) electronic version in Microsoft Excel format supplied on the same USB Flash Drive with the proposal.

For electronic submissions to procurement@ccrta.org:

The Proposer Compliance Questionnaire to The Scope of Work (Exhibit A) must be signed and submitted in pdf format and in Microsoft Excel format in one electronic file.

**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 eighty (180) calendar days from the Board approval date of an award, 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 pecuniary 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

_____	_____
_____	_____

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 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.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION 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____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

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)
_____, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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



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 I

REFERENCES: The Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years.

- 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:

APPENDIX J

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: ____

VENDOR: _____

PROJECT: RFP No. 2022-FP-09

PAGE: ____ PARAGRAPH: ____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee

APPENDIX K

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. Technical/Functional Requirements	
3. Qualification (Experience, Satisfaction of Previous and Current Clients and Technical Competence)	
4. Project Management Plan	
5. Staffing and Project Organization	
6. Certification Forms:	
6.1 Certification Form (Appendix B)	
6.2 Certification and Statement of Qualifications (Appendix C)	
6.3 Disclosure of Interests Certification (Appendix D)	
6.4 Buy America Certificate (Appendix F)	
6.5 Certification of Restrictions on Lobbying (Appendix G)	
6.6 Accessibility Policy (Appendix H)	
6.7 References (Appendix I)	
Proposals MUST include the following:	
- One original Proposal	
- Five hard copies of Proposal	
- One electronic copy of Proposal on a USB Flash Drive	
Proposer Compliance Questionnaire to The Scope of Work (Exhibit A)	
- One signed original	
- Five signed hard copies	
- One in electronic Microsoft Excel format on a USB Flash Drive	
Price Schedule (Appendix A) – One (1) original sealed in a separate envelope NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.	
- Price Schedule (Appendix A) Proposer must:	
1. List the Proposer’s Name	
2. Complete the Price Schedule	
3. Sign, Print, and Date the Price Schedule (Appendix A)	
6.1 Certification Form (Appendix B) – Sign, Print Name, Print Title and Date	

6.2 Certification and statement of Qualifications (Appendix C)	
- 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 years 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. Addenda Acknowledgement – write in each addendum issued (i.e. Addendum No. 1, 2, and 3)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
6.3 Disclosure of Interest Certification (Appendix D)	
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	

6.4 Buy America Certificate (Appendix F)	
1. Complete the Compliance or Non-Compliance section.	
6.5 Certification of Restrictions on Lobbying (Appendix G)	
2. Complete and sign the top and bottom of the page.	
6.6 Accessibility Policy (Appendix H) – Sign, List Company, Position, and Date	
6.7 References (Appendix I)	
- References (Appendix I) the Proposer must:	
1. List 4 similar projects which the firm has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	