



**INVITATION FOR BID
FOR
MAINTENANCE UNIFORM RENTAL SERVICES**

IFB No: 2016-SP-15

Date Issued: September 19, 2016

Sealed bids will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the “CCRTA,” at 602 N. Staples – Staples Street Center, Corpus Christi, Texas 78401 until 3:00 PM (CST), Tuesday, October 18, 2016 for Maintenance Uniform Rental Services. This is a three-year, firm-price service contract with one two-year option. Bid prices shall be good for one hundred twenty (120) calendar days from the bid opening date.

BIDDERS are encouraged to attend a pre-bid conference at 3:00PM (CST) Tuesday, September 27, 2016 at 602 N. Staples Street – Staples Street Center, 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 BIDDERS may have concerning this procurement. Although attendance is not mandatory, it is highly recommended.

If you are unable to attend the pre-proposal conference but would like to participate via Go to Meeting, please send a request for login information to procurement@ccrrta.org.

This is an “all or none” contract meaning the CCRTA will only issue one (1) contract for the supply and service of all uniforms and related items. An award, if any, will be made to the lowest, most responsive and responsible BIDDER.

This is a two-step procurement. The first step will require all vendors wishing to submit bids to provide product samples in order to qualify products for bidding purposes. **STEP ONE: Product samples and technical specifications must be submitted by Tuesday, October 4, 2016 to the attention of Bryan Garner at 5658 Bear Lane, Corpus Christi, TX 78405.** (Refer to Section 17.0 of Statement of Work for instructions.) **STEP TWO: Bids are due no later than 3:00 PM (CST), Tuesday, October 18, 2016 at 602 N. Staples Street – Staples Street Center, Corpus Christi, Texas 78401.**

Copies of bid documents and information may be obtained from the CCRTA’s website at www.ccrrta.org/news-opportunities/business-with-us/. Further information may be obtained from Sherrie Clay, Buyer, or Robert Saldaña, Managing Director of Administration, at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program with a DBE goal of 13% participation. However, no DBE goal is assigned to this particular procurement. For additional information, please contact Christina Perez, DBE Officer, at (361) 289-2712 ext. 3461.

The following bid documents are applicable under this procurement:

- Invitation for Bids,
- Instructions to Bidders,
- Statement of Work,
- Standard Supply Agreement Terms and Conditions,
- Standard Service Terms and Conditions,
- Special Provisions Concerning Disadvantaged Business Enterprises (DBE);
- Price Schedule (Appendix A), and
- Certification Forms.

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

- Price Schedule (Appendix A), (**one (1) original in a separately sealed envelope**),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E),
- References (Appendix F),
- Request for Information Form (Appendix G).

INSTRUCTIONS TO BIDDERS

1. GENERAL.

The following instructions by the Corpus Christi Regional Transportation Authority "CCRTA" are intended to afford bidders an equal opportunity to participate in the CCRTA's contracts.

2. EXPLANATIONS AND COMMUNICATIONS.

2.1 Any explanation desired by a bidder regarding the meaning or interpretation of these instructions or any other bid documents must be requested in writing to the CCRTA's Contracts Department with sufficient time allowed for a reply to reach bidders before the submission of their bids.

2.2 Oral explanations or instructions will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.3 All communications regarding this solicitation - written, faxed, or e-mailed - need to be made directly to the Contracts Department. Any violation could be grounds for disqualification.

3. SPECIFICATIONS.

3.1. Bidders are expected to examine the specifications, any drawings, standard provisions and all instructions. Failure to do so will be at the bidder's risk. Bids which are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive bids.

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, will 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 will be made on the basis of this statement.

4. ALTERNATE BIDS.

The CCRTA may also consider and accept an alternate form of bid submitted by a bidder when most advantageous to the CCRTA; however, any alternate form of proposal must be submitted for prior approval by the CCRTA. If the Bid Invitation indicates "approved equal" products are acceptable, the bidder must submit the proposed equivalent product for prior approval by the CCRTA by Friday, April 22, 2016 at 3:00PM.

5. INFORMATION REQUIRED.

5.1. Each bidder will furnish the information required by the bid documents. The bidder will sign the Price Schedule and, when appropriate, the specifications, which documents will collectively constitute the bidder's offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.

5.2. The bidder should quote its lowest and best price. If delivery and shipping quantities affect a unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the CCRTA to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. All prices will be entered on the Price Schedule in ink or be typewritten. Totals will 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.

5.3. Bids must be firm. If the bidder believes it necessary to include in its price a price adjustment, however, such a bid may be considered but only as an alternate bid.

5.4. Bids on items should be quoted F.O.B. destination. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the CCRTA will have the right to designate what method of transportation will be used to ship the goods.

5.5. 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.

5.6. Time of delivery is part of the bid and very important. The required delivery date indicated is at point of destination, and if stated as a number of days, will include Saturdays, Sundays, and holidays. If the indicated date cannot be met or a date is not indicated in the specifications, the bidder will state its best delivery time.

6. SUBMISSION OF BIDS.

6.1 Sealed Bids should be submitted in an envelope marked on the outside containing the bidder's name and address and bid description addressed to:

**Corpus Christi Regional Transportation Authority
Staples Street Center
Attn: Contracts Department
602 N. Staples Street – Staples Street Center,
Corpus Christi, TX 78401.
Bid For: IFB No. 2016-SP-15 Maintenance Uniform Rental Services
Bid Due Date: Tuesday, October 18, 2016, 3:00 PM**

6.2 Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published bid date and time shown on the Bid Invitation. Bids received after the published time and date cannot be considered. Any bids which are mislabeled or do not indicate the bidder's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the bidder for return of the bid.

6.3. **Schedule**

Bids shall be governed by the following schedule

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- **September 19, 2016 – IFB Issued**
Proposal documents are available at the CCRTA Website: www.ccrrta.org/news-opportunities/business-with-us/.
- **September 27, 2016 - Pre-bid Meeting** at 3:00 pm at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **October 4, 2016 – Request for Information/Approved Equals and Product Samples**
Written Request for Information/Approved Equals (Appendix G) are due no later than 3:00 PM. Request for Information must be received via email to procurement@ccrrta.org, or hand-delivered at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **October 11, 2016 – CCRTA's Response to Request for Information/Approved Equals**
- **October 18, 2016 - Bids Due**
Bids are due no later than 3:00 PM (CST). All Bids must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **November 2, 2016 – Contract Awarded (Tentative)**

The CCRTA's Board of Directors will meet to award a Contract to the successful Proposing firm.

7. MODIFICATION OR WITHDRAWAL OF BIDS.

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

8. OPENING BIDS.

All bids will be opened by the CCRTA as soon after the bid deadline as is reasonably practicable. Any bids which were received prior to the deadline but were not opened with the other bids due to inadvertence by the CCRTA will be opened at a time designated by the CCRTA and announced to all bidders present at the bid opening who provided their names and phone numbers on the attendance list. Trade secrets and confidential information contained in bids will not be open for public inspection if identified in writing at the time the bid is submitted.

9. REFERENCES.

The CCRTA may require that bidders supply a list of pertinent references within three working days of the CCRTA's request.

10. EVALUATION FACTORS.

10.1 CCRTA will award contracts based upon the lowest responsible bid, price and other factors considered. This is an "all or none" contract meaning the CCRTA will only issue one (1) contract for the supply and service of all uniforms and related items. **An award, if any, will be made to the lowest, most responsive and responsible BIDDER.** In the event a contract specifies a unit price basis, the compensation paid by the CCRTA will be based upon the actual quantities supplied.

10.2. In determining the "lowest responsible" bid, the CCRTA may consider, in addition to price, other factors such as compliance with the bid documents, delivery requirements, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, the financial or other qualifications and abilities of the bidder, past performance of the bidder, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with the CCRTA's Affirmative Action policies and goals. A record of poor performance or nonperformance on prior work may disqualify a bidder.

10.3. In the event identical bids are submitted which are determined by the CCRTA to be the lowest responsible bids, if only one of such bidders is a resident of Corpus Christi, the contract must be awarded to that bidder. Otherwise; the successful bidder will be selected by the casting of lots as provided in Section 271.901 of the Local Government Code.

10.4. For contracts not involving federal funds, in the event a bid is submitted by a "Nonresident Bidder" as defined under Chapter 2252 of the Texas Government Code, additional evaluation factors may apply if in the home state of the nonresident bidder a preference exists in favor of local bidders. The nonresident bidder will be required to underbid any Texas bidder for this contract by the same amount that a Texas bidder would need to underbid the nonresident bidder in order to be awarded a contract in the nonresident bidder's home state. Bidders may contact the CCRTA or the Texas General Services Commission for information concerning particular state requirements.

11. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

- 11.1. Reject or cancel any or all bids;
- 11.2. Waive any defect, irregularity or informality in any bid or bidding procedure;
- 11.3. Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 11.4. Extend the bid opening time and date;
- 11.5. Reissue a bid invitation;
- 11.6. Consider and accept an alternate bid as provided herein when most advantageous to the CCRTA; and
- 11.7. Procure any item or services by other means.

12. ACCEPTANCE.

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

13. BID PROTESTS.

In the event that a bidder desires to protest any bidding procedure, the bidder should present such protest, in writing, to the CCRTA General Manager within three (3) business days following the bid date. The protest will state the name and address of the protestor, refer to the project number and description of the solicitation, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional bid protest procedures apply and may be found in the Supplemental Conditions contained within the bid documents.

14. EQUAL OPPORTUNITY.

Bidders are expected to comply with the Affirmative Action Programs of the CCRTA with respect to its provisions concerning contractors. The CCRTA expressly reserves the right to consider such compliance in determining the lowest responsible bidder.

15. SINGLE BID.

In the event a single bid is received, the CCRTA will, at its option, either conduct a price comparison of the bid and make the award or reject the bid and re-advertise. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. Price analysis will be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison will be made to a purchase of similar quantity and involving similar specifications.

16. SALES TAX EXEMPTION FOR CONSTRUCTION PROJECTS.

Contracts for improvements to real property awarded by the CCRTA qualify for exemptions of Sales, Excise, and Use Taxes under the Texas Tax Code for construction projects with political subdivisions of the State of Texas.

STATEMENT OF WORK

1.0 GENERAL

- 1.1 The Corpus Christi Regional Transportation Authority “CCRTA” is requesting bids for the weekly rental of uniforms, entrance mats, shop towels, and lockers for a three-year period. The CCRTA reserves the right to extend this Contract for an additional two-year option period. All garments and related items are to be furnished, laundered, maintained, picked up, and delivered to the CCRTA by the CONTRACTOR on a weekly rental basis.
- 1.2 Approximately sixty (60) employees will be serviced by this Contract, consisting of the following types of staff:

Mechanics (including Body Shop)	20
Mechanic Supervisors	4
Garage Service Personnel	10
Materials Management	5
Buildings & Grounds Trade workers	5
Buildings & Grounds Supervisor	1
Custodial Workers	8
Executives	2
Facilities Maintenance Technicians	5

- 1.3 Whenever the phrase “Project Manager” is used in this Contract Document, it is understood as referring to the CCRTA’s authorized representative.
- 1.4 The uniforms will be equal to or higher quality to “Red Kap” or “Dickie’s” brands, or an approved Workwear equal. A list of estimated garments and supplies needed are provided herein, however actual quantities and colors will be determined upon award of the contract. Shirts listed as “Enhanced visibility work shirts” will have industrially launderable 2.5” fluorescent lime-yellow trim with retroreflective center striping, applied down the length of sleeves, one instance across front mid torso, and two instances across back. Alternative application/color schemes must be approved by CCRTA.

(NOTE: The CCRTA will accept all products with slight variations in the specifications that do not adversely affect quality.) The final acceptance or non-acceptance of proposed products will rest solely with CCRTA.

2.0 INSTALLATION OF SERVICE

Original installation will be new garments, no “seconds.” Uniforms will be issued on a one-time basis for the full three-year period of the Contract. New garments will be provided for any additional CCRTA employees added to the Contract. In the event other divisions of the CCRTA desire uniform rental service or similar uniforms, this service will be

furnished at the same price and under the same conditions established by this Contract.

3.0 INVENTORY

CONTRACTOR will maintain adequate shelf-stock to service this Contract. CONTRACTOR will furnish the CCRTA with an initial inventory of eleven (11) shirts and eleven (11) trousers per employee. Any employee desiring to change sleeve length must have supervisor approval. If approved, they will be issued a replacement shirt of equal wear.

4.0 QUALITY CONTROL

- 4.1** CONTRACTOR will replace improperly manufactured and/or improperly fitted garments within ten (10) working days of notification. CONTRACTOR will be responsible for incurring all costs, including shipping and handling. Failure to replace garments in a timely manner may be considered as a default of contractual obligation. All finished uniforms and related garments will be manufactured in the United States or its territories. CONTRACTOR will warrant garments to be free from defects for at least six (6) months. Any garment that is accidentally torn or damaged which can be repaired and remain presentable will be repaired. Otherwise, it will be replaced at the CONTRACTOR's expense. Iron-on repair patches are acceptable; however, repair area will not exceed $\frac{1}{2}$ " diameter for a hole or 2" in length for a tear. Supervisory uniforms will be replaced if stained or torn.
- 4.2** CONTRACTOR will furnish weekly repair tags to employees to ensure that uniforms are always in good repair. Employees will complete repair tags as necessary to notify the CONTRACTOR that a uniform needs to be repaired or replaced. No other recording requirements will be required for the employee. CONTRACTOR will record all repair/replacement tag requests on a master document (electronic and hardcopy) for paper trail purposes. CONTRACTOR will provide a defined "in plant" quality control system to identify garments that need repair or are to be replaced. If garment falls below a "Grade B or Grade II" standard, the garment must be replaced at the CONTRACTOR's expense. The CONTRACTOR will supply the following mechanisms to capture repair requests by the CCRTA employees: repair tags, customer service call in hot line, smart phone app, and dedicated repair bins. In addition, the CONTRACTOR will guarantee that the uniform repair will be completed and delivered within the normal weekly delivery cycle. If the requested uniform repair is not completed within the normal delivery cycle, then the CONTRACTOR will replace that uniform within the same delivery cycle to therefore comply with the delivery guarantee requirement.
- 4.3** CONTRACTOR will provide a separate bin on-site in which all garments that need repair will be placed by CCRTA employees.

- 4.4** CONTRACTOR will designate an agent to service this account at the start of the Contract. If for some reason this agent is replaced, the CCRTA's Contracts Department must be promptly notified of such change. Furthermore, the designated agent is required to meet with the project manager or designee upon completion of each delivery.

5.0 MEASUREMENTS

CONTRACTOR and the CCRTA will arrange a convenient time when departmental personnel will have their measurements taken by the CONTRACTOR's qualified personnel. As many trips as necessary will be required to obtain initial measurements of all personnel. All measurements for new personnel will be handled in a similar manner. **All initial measurements must be completed within ten (10) working days after receipt of notification of contract award. Complete initial delivery must be made within fifteen (15) working days after measurements have been taken.**

6.0 ALTERATION SERVICES

- 6.1** The CCRTA requires that the CONTRACTOR provide an office located within the city limits of Corpus Christi. At a minimum, the CONTRACTOR will service this Contract at the Bear Lane Facility on pre-scheduled days.
- 6.2** CONTRACTOR's office must remain open and available from 10:00 AM until 5:00 PM every day except weekends and holidays.
- 6.3** Fittings and alterations are to be made by the CONTRACTOR at no additional expense to either the employee or the CCRTA,
- 6.4** Improperly fitted or sized garments will be rejected at no additional expense to either the employee or the CCRTA. Women employees will have the choice of wearing either altered men's garments or women's garments. CONTRACTOR will have no more than five (5) working days to correct and re-outfit the employee.

7.0 PATCHES/EMBROIDERED SHIRTS

Prices quoted will include embroidered name and CCRTA logo patches and will be furnished and sewn on by the CONTRACTOR. Patches' background will be the same color of shirt and approved by CCRTA. Embroidered, collared knit and cotton shirts will have the CCRTA logo embroidered directly on the shirt. In the event a garment is replaced; the patches, screen printing, and like items will be transferred to the new garment at the CONTRACTOR'S expense.

8.0 ABSENT EMPLOYEES

Upon notification that an employee will be out for a period of at least three (3) weeks, the CONTRACTOR will issue a credit to the CCRTA for that employee's uniform service from

time of notification until employee returns to work. All uniforms belonging to such an employee will be returned to the CONTRACTOR for the period of absence.

9.0 PACKAGING

All garments must be wrapped in individual (employee) packages or placed on hangers, separated by employee as requested by the CCRTA and marked with the employee's name at the time of delivery.

10.0 COUNTING OF GARMENTS

The CCRTA places high priority in supplying its employees with clean uniforms for each workday. Therefore, accountability in how the uniforms are tracked for each employee is of great concern to the CCRTA. For this reason the CONTRACTOR will provide for individual counting of garments picked up at the facility for each employee. Each uniform will have sewn into the garment (each shirt/pant/short), an Ultra High Frequency RFID chip to be used for tracking purposes. In addition, for easy identification, each uniform will have a garment identification label listing the full name of the wearer, the company name, and the department, installed on the inside collar of each shirt and the outside waist band of each short or pant. Only after the pickup counting is completed will a detailed written record be presented to the Materials Management Personnel at the time of pickup and at time of delivery. Counting of garments after they arrive at the cleaning facility will not be acceptable.

The CONTRACTOR must have a system to track, validate, and account for each uniform that is processed in and out of their facility. The CONTRACTOR must provide a system that guarantees delivery of laundered uniforms within the weekly delivery cycle. Proof and demonstration of an existing guaranteed delivery system must be provided to CCRTA prior to or with the submission of bid. Failure to adequately prove an existing guaranteed delivery system could result in the exclusion of the CONTRACTOR'S bid. The CONTRACTOR must, at the request of the CCRTA, provide a tour of their physical plant to demonstrate this technology and the actual working of the guaranteed delivery system.

11.0 PICKUP AND DELIVERY REQUIREMENT

Pick-up and delivery will be made once a week at the CCRTA's Operations Facility at 5658 Bear Lane, Corpus Christi, Texas. All deliveries will be made between 6:00 a.m. and 12:00 noon on a commonly agreed schedule. The CONTRACTOR must provide a delivery system that has a name plate for each employee on the delivery rack. The employee uniforms will be delivered on the rack each week in the proper space which matches the full name and department listed on the uniform identification label to the full name on the delivery rack.

12.0 MISSING UNIFORMS

Garments deemed lost by CONTRACTOR must be replaced at no cost to CCRTA within the same weekly delivery cycle to comply with the aforementioned guaranteed delivery

system. CONTRACTOR must be able to provide, upon request by CCRTA, adequate uniform tracking information to account for how garment became missing.

13.0 UNIFORM REPAIRS

The CONTRACTOR will supply the following mechanisms to capture repair requests by the CCRTA employees: repair tags, customer service call in hot line, smart phone app, and dedicated repair bins. In addition, the CONTRACTOR will guarantee that the uniform repair will be completed and delivered within the normal weekly delivery cycle. If the requested uniform repair is not completed within the normal delivery cycle, then the CONTRACTOR will replace that uniform within the same delivery cycle to therefore comply with the delivery guarantee requirement.

14.0 UNIFORM REPLACEMENT

Each employee will, upon request by CCRTA, receive all brand new unused uniforms in exchange for old garments returned after that employee has worn the uniforms for 24 months, provided there is sufficient period remaining in the contract to allow those new garments to be worn a full wearing period. In the event CONTRACTOR fails to provide all brand new unused garments in accordance to the previous sentence, CCRTA may at its option, choose to terminate this agreement with no further obligation on CCRTA's part.

15.0 FAILURE TO COMPLETE IN TIME

For each calendar day that any work remains undelivered after the agreed upon time for completion of work, or after such time period as extended, a sum of **twenty-five dollars (\$25.00) per day** will be assessed against the CONTRACTOR as reasonable liquidate damages. Said liquidated damages are not imposed as a penalty, but as delay in completion of work which, by its nature, is not capable of precise proof. The CCRTA may withhold the amount of liquidated damages due to the CCRTA from monies otherwise due to the CONTRACTOR.

16.0 DETAILED INVOICE

CONTRACTOR's monthly invoice will be detailed and itemized by department and employee.

17.0 SUBMITTALS

17.1 Step One Submittals

Firms interested in submitting a bid for this procurement must provide documentation consisting of technical specifications and product samples (one of each item outlined in Price Schedule, lockers excluded). **Product samples and technical specifications must be submitted by Tuesday, October 4, 2016 to the attention of Bryan Garner at 5658 Bear Lane, Corpus Christi, TX 78405.** Only

those products approved by the CCRTA will be considered eligible for bid. The CCRTA reserves the right to test any sample item submitted. Once the determination of eligible products has been made, the list will be furnished to all firms holding bid documents and sample items will be returned.

17.2 Step Two Submittals

Bids will consist of a signed Price Schedule, DBE Participation Form, and Disclosure of Interests Certification. Failure to provide this information may deem your bid to be non-responsive. **Bids are due no later than 3:00 PM (CST), Tuesday, October 18, 2016 at 602 N. Staples Street – Staples Street Center, Corpus Christi, Texas 78401.**

18.0 WORK PANT/JEAN SPECIFICATIONS

18.1 Fabric

Three (3) types of work pants/jeans are requested as described below:

18.1.1 Regular Industrial

8-oz. Twill, 65% Polyester/35% Cotton. Fabric will be rugged, acid-resistant, and wrinkle-resistant with a permanent press finish. Color will be Indigo Blue.

18.1.2 Cotton Industrial (Jeans)

13.75-oz. Denim, 100% Cotton. Relaxed Fit

18.1.3 Wrangler Brand Denim Jeans (Supervisors)

14.75 oz. Denim, 100% Cotton. Relaxed Fit

18.2 Style

Work pants/Jeans will be made on a uniform pattern with a plain front, two (2) front pockets and two (2) back pockets.

18.3 Pockets

18.3.1 Front Pockets

The front pocket opening will be a minimum of five inches (5"), quarter size top style (except, pant sizes 28 and 29 will have a minimum pocket opening of 4½"). They will have a separate hand-set inside facing to give four-ply strength at the pocket entry. Front pockets are to be hung to the side seam of the trousers and locked with a bar-tack at the top and bottom of the pocket opening.

18.3.2 Back Pockets

The back pockets will have a minimum opening of five inches (5").

18.3.3 Front and back pockets are to be stitched, turned, and top-stitched.

18.4 Pocketing

All pocketing will be of polyester/rayon blend permanent press dress twill with approximate polyester content of 65%. Pocketing will harmonize with color of trousers and waistband. Pocketing will test to a minimum of 240 cycles per ASTM D3886 (Inflated Diaphragm) for the uncoated area. Area will test to a minimum abrasion of 1300 cycles before initial rupture.

18.5 Waistband

The work pants/jeans ordered for women will have an expandable waistband and will be cut from a women's pattern.

18.6 Belt Loops

There will be minimum of five (5) belt loops on waist sizes 28, 29, and 30 and a minimum of seven (7) on all sizes over 30. One (1) loop will be located at the center back for outlet seam. The belt loops are to be a minimum of 5/8" wide by 2" long and are to be sewn into the waistband seam at top and bottom. All belt loops are to be lined and of double thickness butted on reverse side and blind stitched.

18.7 Zipper

All work pants/jeans will have trouble-free, heavy-duty zippers.

18.8 Seaming

Points of wear will be bar tacked and all garments will be sewn with high tenacity thread.

18.9 Labels

The trouser will have sewn-in label giving care instructions and an outside waistband label marking lot number, size, fiber content, and WPL number.

18.10 Finishing and Pressing

All loose threads will be removed. Executive pants must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. All measurements are approximate.

19.0 SHIRT SPECIFICATIONS

19.1 Fabric

Five (5) types of shirts are requested as described below:

19.1.1 Regular Industrial (Long Sleeve and Short Sleeve 65/35)

4.5-oz. Poplin, 65% Polyester/35% Cotton with a permanent press and acid-resistant finish. Colors will be light blue, khaki, and dark blue. Pre-cure durable press with soil release and wickable finish.

19.1.2 Cotton Industrial (Long Sleeve and Short Sleeve Cotton)

4.5-oz., 100% Cotton with a permanent press and acid-resistant finish. Colors will be light blue, khaki, and dark blue. Pre-cure durable press with soil release and wickable finish. Includes short sleeve smock.

19.1.3 Enhanced Visibility Work Shirts

Above shirts enhanced with industrial launderable 2.5" fluorescent lime-yellow trim with retroreflective center striping, applied down the length of sleeves, one instance across front mid-torso, and two instances across back.

19.1.4 Custom Embroidered Polo Style Uniform Shirts

6.6 oz. snag-proof polyester. Men and women's snag-proof tipped pocket polo. Preferably, in a moisture wicking fabric.

19.1.5 Custom Embroidered Executive Button Up Shirts

4.0/4.25 oz. 65% Polyester/35% Cotton. Men and Women's poplin dress shirt, custom embroidered with CCRTA logo.

19.2 Front

Shirt will have a 1½" placket on top center front. It will have seven (7) buttons and buttonholes. Fronts will be faced on each underside with no less than 2½" (+/-1/8") turn under of shirt material.

19.3 Collar and Bands

Shirts will have pressed stand-up collar and bands. Collar points will measure approximately 3 3/8" long. The back of the collar will be approximately 1¾" and collar stand will be approximately 1¼" wide. Collar will be die cut and die creased,

and the band will be die cut. Permanent sewn-in collar stays are preferred but not required. Collar should be lined with 100% Dacron interlining. They will have 3/16" edge stitch. Excludes Polo style knit shirts.

19.4 Yoke

Shoulder yokes will be generously cut and doubled to take stress.

19.5 Sleeves

The following sleeve descriptions are divided into long sleeve and short sleeve. Only the applicable specification will apply.

19.5.1 Long Sleeve

Sleeves will be one (1) piece with top placket 1" wide and under placket 1/2" wide, both of same material as garment. Plackets will be approximately 5" long from top of cuff. Sleeves should be tapered in proportion to finished measurements. Placket will have both buttons and buttonholes.

19.5.2 Short Sleeve

Sleeves will be one (1) piece measuring no less than 9½" on upper portion and no less than 6½" on lower portion. These measurements are given for size 14½", sleeves will be graduated to size.

19.6 Cuff

Cuffs will measure approximately 3" wide interlined. Cuffs will have a single button and edge stitch will be approximately 1/8".

FURNISHED LENGTH SIZE:

<u>Collar Size</u>	<u>Cuff Length</u>
14 ½" to 15"	10"
15 ½" to 16"	10½"
16 ½" to 17"	11"
17 ½" to 18"	11½"
18 ½" to more	12"

19.7 Pockets

There will be one (1) pocket approximately 5¾" long by approximately 5 3/16" wide with mitered corners. Pocket will be die cut and die creased to ensure uniformity of shape and size.

19.8 Stitching

Shirts will have merrow stitching for sleaving and closing operation. Balance of shirt will be single-lock stitched

19.9 Labels

Neck size will be stamped in collar with style and cut number. A permanent size tab will be sewn in with the label containing care instructions.

19.10 Sizing

Minimum length for all sizes will be approximately 32½" measured from collar seam to bottom of tail center of back. Shirt tails will be required on all shirts for extra tuck-in. Excludes Polo style knit shirts.

19.11 Finishing and Pressing

Executive shirts will be thoroughly hot head pressed in conformance with good trade practice on better quality civilian shirts. Industrial shirts may be steam tunnel finished. All of the above measurements are approximate, +/- 1/8" and are based on size 14½".

20.0 ENTRANCE MAT SPECIFICATIONS

20.1 Mat Locations

CONTRACTOR will furnish entrance mats weekly to the Corpus Christi Regional Transportation Authority Facility at 5658 Bear Lane and Staples Street Center at 602 N. Staples, Corpus Christi, TX 78401.

20.2 INDOOR MATS

Construction and design of mats will be durable – rubber back and fiber. Sizes will consist 3' x 5', 3' x 10', 3' x 5' scraper, and 4' x 6'. At the CCRTA's option, the CONTRACTOR will be required to furnish mats with safety messages at no additional charge. Colors will be selected by the CCRTA from standard colors available. Indoor Mats will be certified slip resistant by the National Floor Safety Institute, fade resistant with a rubber cleated backing to minimize movement. The mat must be cleaned in a commercial washing machine and dried in a commercial dryer.

20.3 OUTDOOR MATS

Outdoor Mats will be rated for outdoor use and be certified slip resistant by the National Floor Safety Institute.

20.4 DAMAGED MATS

Any mat that is accidentally damaged which can be repaired and remain presentable will be repaired. Otherwise it will be replaced at the CONTRACTOR's expense.

21.0 SHOP TOWEL SPECIFICATIONS

21.1 RED RAGS

100% Cotton, red, 18" x 18". Towel construction will conform to heavy maintenance use by bus mechanics. Towels will be treated with the safety dye that will turn the towel from red to blue when it has been exposed to battery acid. The towels must be washed, dried, and folded in groups of 10, bundles of fifty (50), to insure quality and safety of the product. Towels with holes will generally not be accepted.

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. 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.

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 bids 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:

Combined 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.

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 certificate of coverage, prior to the other person beginning work on the project; and
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.

STANDARD SUPPLY AGREEMENT TERMS AND CONDITIONS

1. TERM.

The term of this Supply Agreement shall be for the period specified in the Bid Invitation, with the option to extend for one or more additional periods as specified in the Bid Invitation, 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 Bid 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 seasonably 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 each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. 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 CCRTA at the address specified on the purchase order or acceptance letter. 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, 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 overcharge resulting from such review.

10. WARRANTY-PRICE.

The price to be paid by the CCRTA shall be that price contained in Contractor's bid 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 Bid 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 bids and the award of this Agreement 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.

SPECIAL PROVISIONS CONCERNING
DISADVANTAGED BUSINESS ENTERPRISES
(Local Program)

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

1. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.

This project is subject to the CCRTA's local program to encourage the use of disadvantaged business enterprises.

2. DEFINITIONS.

For purposes of these instructions:

2.1 “Disadvantaged Business Enterprise” or “DBE” means a small for-profit business concern which is at least 51 percent owned by one or more such individuals who are both socially and economically disadvantaged or, in the case of any corporation, in which, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2.2 “Small business concern” means a small business as defined in Section 3 of the United States Small Business Act (15 U.S.C. Section 632) and Small Business Administration regulations implementing it (13 C.F.R., Part 121) that also does not exceed \$16.6 million in average annual gross receipts over the previous three fiscal years.

2.3 “Socially and economically disadvantaged individuals” are presumed to include any United States citizen (or lawfully admitted permanent resident) who the CCRTA determines to be a socially and economically disadvantaged individual on a case-by-case basis or any member of the following groups which are rebuttably presumed to be socially and economically disadvantaged: Black Americans, Hispanic Americans, Native Americans (Indians, Eskimos, Aleuts or Native Hawaiians), Asian-Pacific Americans, Subcontinent Asian Americans, or any individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the United States Small Business Act.

3. DBE PARTICIPATION.

The DBE participation goal for this Contract is that percentage of the total Contract Price set forth in the Bid Documents.

4. DBE PARTICIPATION CRITERIA.

4.1 DBE participation includes contracts (other than employee contracts) with DBEs for any goods or services specifically required for the completion of the work under this Contract. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime subcontractor, vendor of material or supplies incorporated or expended in the work, or a supplier of other services such as shipping, transportation, testing, equipment rental, insurance services and other support services necessary to fulfill the requirements of this Contract.

4.2 A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venturer must submit information for determining joint venture eligibility.

4.3 A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing and supervising the work.

4.4 DBE participants will be counted toward meeting the goal set herein as follows:

4.4.1 The total dollar value of that portion of the work under the Contract that is performed by the Contractor's own forces if the Contractor is DBE. If the Contractor is a joint venture, only the proportionate interest of the DBE in the joint venture will be counted toward the goal.

4.4.2 The dollar value of all DBE subcontracts for work or services under the Contract.

4.4.3 The dollar value of material or supplies purchased from a DBE manufacturer for such material or supplies.

4.4.4 Sixty percent of the dollar value of material or supplies purchased from a DBE regular dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material or supplies required for the performance of the Contract are brought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, stone, gravel and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers.

4.4.5 Fees or commissions charged for providing a bona fide service and assistance in the procurement of essential personnel, facilities, equipment, material or supplies required for performance of the Contract, delivery of material and supplies required on a job site, or for providing any bonds or insurance specifically

required for the performance of the Contract, provided that such fees or commissions are reasonable and not excessive as compared with fees or commissions customarily allowed for similar services.

5. DBE INFORMATION.

5.1 The following information shall also be submitted pursuant to the Contract, within five (5) business days following the written notice:

5.1.1 A completed Schedule A – Application for Certification for each business not currently certified by the CCRTA as a DBE.

5.1.2 A completed Schedule B – Joint Venture Eligibility Form for each DBE joint venture.

5.1.3 A completed Schedule C - DBE participation Form, with the names of DBEs to be used and a description of the work, services or supplies to be provided and the dollar value of each DBE transaction. (Note: DBEs listed on the DBE Participation Form may also be required to be listed in the designation of subcontractors form if both forms are required by the Contract documents).

5.2 Forms for Schedules A, B and C may be obtained from the CCRTA's DBE Officer located at 5658 Bear Lane, Corpus Christi, Texas 78405, telephone (361) 289-2712. Businesses not meeting the definitions set out in Section 2 and the criteria for participation in Section 4 will not be counted toward meeting the goal.

5.3 A Contractor whose Schedule C – DBE Participation Form indicates that the DBE goal has not been met, must submit a written report with supporting documentation covering all actions listed in Section 6 taken by the Contractor prior to bid submission to meet the goal.

5.4 The CCRTA may request additional information following its review, which shall be submitted by the Contractor within five days of the request.

5.5 CONTRACTOR IS WARNED that failure to comply with the requirements of this Section within the times prescribed will, unless a later time is authorized by the CCRTA, result in rejection of a bid or termination of the Contract.

6. GOOD FAITH EFFORTS TO MEET THE DBE GOAL.

Good faith efforts are those that, given all relevant circumstances, a Contractor actively and aggressively seeking to meet the goal would make. Contractor is encouraged to attend any pre-bid meeting scheduled by the CCRTA to inform DBEs of subcontracting opportunities for the DBE program requirements for the Contract. Any Contractor who does not attend the pre-bid meeting assumes responsibility to be fully informed as to the DBE program requirements pertaining to the

Contract. In determining whether sufficient good faith efforts have been made, the CCRTA will consider on the basis of documentation submitted by the Contractor whether the following actions have been taken:

- 6.1 Advertisements soliciting sub-bids on this Contract from DBEs in the Corpus Christi Caller Times and local minority and women trade association publications.
- 6.2 Solicitation of interest in this Contract from DBEs evidenced by copies of registered or certified letters to relevant listed DBEs or to a reasonable number of certifiable DBEs in sufficient time to allow the DBEs to participate effectively;
- 6.3 Follow-up of initial solicitation of DBE interest;
- 6.4 Identification of portions of work to be performed by DBEs in order to increase the likelihood of meeting the totals (including, where appropriate, breaking down the work into economically feasible units to facilitate DBE participation);
- 6.5 Records of responses, proposals and bids received from DBEs for specific sub-bids including:
 - 6.5.1 The names, addresses and telephone numbers of all DBEs contacted;
 - 6.5.2 A description of the information provided to DBEs regarding the plans and specification for portions for the work to be performed;
 - 6.5.3 The reasons for rejection of any DBE sub-bids submitted to Contractor;
 - 6.5.4 A description of the investigation conducted of any DBEs rejected as unqualified;
- 6.6 Description of assistance provided to DBEs relative to obtaining plans, specifications, and required bonding or insurance;
- 6.7 Description of the use made by Contractor of the services of available minority community organizations, minority contractors groups, and information services such as those provided by the CCRTA through the DBE Officer, telephone (361) 289-2712, concerning available certifiable, DBEs for work under the Contract. Contractor's efforts may be deemed insufficient by the CCRTA if Contractor has failed to make any of the foregoing efforts or has rejected DBE sub-bids without adequate reasons. Price alone will not be considered an adequate reason. Contractor shall also include in the report submitted under this Section any other efforts made not listed above which are relevant to meeting the DBE goals.

7. CERTIFICATION REVIEW COMMITTEE.

The CCRTA has a Certification Review Committee for the purpose of hearing appeals or challenges concerning the certification of DBEs under the program.

8. HEARING ON GOOD FAITH EFFORTS DETERMINATION.

If it appears to the CCRTA that Contractor has neither achieved the indicated percentage of DBE participation nor made sufficient good faith efforts to meet the goal, Contractor will be notified that this Contract will be recommended for termination and the reasons therefor. Within five days of such notification, Contractor may request a hearing. Such hearing will be held at the convenience of the CCRTA but not later than ten days after receipt of the request and in accordance with the CCRTA's Hearing Procedures, copies of which are available upon request. At such hearing Contractor shall bear the burden of demonstrating:

- 8.1 Achievement of the percentage goal for DBE participation, or
- 8.2 Good faith effort that, given all relevant circumstances, could have been expected to produce a level of DBE participation to meet the Contract goal.

9. CHALLENGE PROCEDURE.

To challenge the eligibility of a firm that the CCRTA has certified as a DBE, a third party may present evidence that the firm's owners are not truly socially and/or economically disadvantaged, even though they are members of one of the presumptive groups. The Challenge Procedure is as follows:

9.1 Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the CCRTA as a disadvantaged business. The challenge shall be made in writing to the CCRTA. With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

9.2 The CCRTA shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged. In implementing this challenge procedure, the DBE Certification Review Committee identified herein will review information and make the determination of the social and economic disadvantage of the challenged party on behalf of the CCRTA. If the CCRTA determines that there is no reason to believe that the challenged party is not socially and economically disadvantaged, the CCRTA shall so inform the challenging party in writing. This finding terminates the proceeding. If the CCRTA determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the CCRTA shall begin a proceeding as provided in the

following subsections.

9.3 The CCRTA shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide the CCRTA within a reasonable time information sufficient to permit it to evaluate his or her status as a socially and economically disadvantaged individual.

9.4 The CCRTA shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The CCRTA shall notify both parties of this proposed determination, in writing, setting forth the reasons for its proposal. The CCRTA shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.

9.5 Following the informal hearing, the CCRTA shall make a final determination. The CCRTA shall inform the parties in writing of the final determination, setting forth the reasons for its decision.

9.6 During the pendency of a challenge under this attachment, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

10. SUBSTITUTION OF DBE SUBCONTRACTORS OR SUPPLIERS.

Should substitution of any DBE listed on the DBE Participation Form become necessary, Contractor shall make good faith efforts, in cooperation with the CCRTA's staff, to replace the affected DBE with another DBE.

11. CHANGE ORDERS.

Contractor shall make good faith efforts to meet the DBE percentage goal set out herein in the performance of work under any change orders that may be issued under this Contract.

12. DBE RECORDS.

Contractor shall maintain sufficient records to verify DBE participation. Such records shall show the name and business address of each DBE participating in the Contract and the total dollar amount actually paid each DBE and the date of payment. A quarterly report based on these records and certified to be correct by Contractor shall be submitted with the appropriate monthly invoice required under the Contract. No invoice will be approved for payment unless the current report has been furnished.

13. NONCOMPLIANCE.

Failure to comply with the requirements of these provisions shall be grounds for termination of the Contract in whole or in part, for withholding payments due Contractor during the period of noncompliance, or for assessing liquidated damages as provided herein.

14. LIQUIDATED DAMAGES.

In the event Contractor fails to achieve the DBE participation goals set forth herein, the CCRTA may assess, as liquidated damages and not as a penalty, an amount equal to the difference in the final DBE percentage goal multiplied by the total Contract price from the actual dollar amount of documented DBE participation in the Contract. The above liquidated damages may be assessed since the calculation of actual damages to the CCRTA would be difficult to determine due to the potential loss of all or part of any federal funding available to the CCRTA and the costs and expenses incurred in administering the CCRTA's DBE program.

15. INCORPORATION INTO CONTRACT.

The terms and conditions of these Special Provisions form part of the Contract Documents, and upon acceptance of the Contractor's proposal shall be fully binding upon the Contractor.

APPENDIX A PRICE SCHEDULE

IFB No.: 2016-SP-15

Firm: _____

Instructions:

- (1) Refer to "Instructions to Bidders" and quote your best price.
- (2) Only those BIDDERS whose products have been reviewed and approved by the CCRTA are eligible to submit a bid.
- (3) Submit one (1) original Price Schedule, and certification forms to CCRTA Attn: Contracts Department, at 602 N. Staples St. – Staples Street Center, Corpus Christi, Texas 78401. On the outside of your sealed bid, include the information as noted in the "Instructions to Bidders".

THREE YEAR BASE - UNIFORMS

DESCRIPTION	Proposed Product	EXT. QTY.¹ (A)	UNIT PRICE PER WEEK² (B)	TOTAL (A x B x 52³)
Short Sleeve 65/35		22		
Long Sleeve 65/35		44		
Short Sleeve Knit Polos		55		
Long Sleeve Cotton		25		
Short Sleeve Cotton		30		
Short Sleeve 65/35 High Visibility		141		
Long Sleeve 65/35 High Visibility		266		
Women's Pants Side Elastic		17		
Denim		391		
Cotton Pant		16		
Pants 65/35		115		
Women's Pant 65/35		11		
Women's Smock		11		
			TOTAL	\$

1 This represents an estimated total number of each garments utilized per week.

2 This represents unit price per garment.

3 52 represents an annualized number of weeks

APPENDIX A PRICE SCHEDULE

IFB No.: 2016-SP-15

Firm: _____

Instructions:

- (1) Refer to "Instructions to Bidders" and quote your best price.
- (2) Only those BIDDERS whose products have been reviewed and approved by the CCRTA are eligible to submit a bid.
- (3) Submit one (1) original Price Schedule, and certification forms to CCRTA Attn: Contracts Department, at 602 N. Staples St. – Staples Street Center, Corpus Christi, Texas 78401. On the outside of your sealed bid, include the information as noted in the "Instructions to Bidders".

THREE YEAR BASE (CONTINUED) – RELATED ITEMS

DESCRIPTION	PROPOSED PRODUCT	EXT. QTY. ⁴ (A)	UNIT	UNIT PRICE PER WEEK ⁵ (B)	CONTRACT TOTAL (A x B x 52 ⁶)
Entrance Mats: 3' x 5' 3' x 10' 3' x 5' Scraper 4' x 6' 4' x 6' w/CCRTA Logo		18 2 8 2 4	Each Each Each Each	_____ _____ _____ _____	_____
Folded Red 18 x 18 wiper (stacks of 50 ea.)		7	Each		
Soil Locker		2	Each		
				TOTAL	\$

4 This represents an estimated number of items utilized per week.

5 This represents unit price per garment

6 52 represents an annualized number of weeks.

APPENDIX A PRICE SCHEDULE

IFB No.: 2016-SP-15

Firm: _____

Instructions:

- (1) Refer to "Instructions to Bidders" and quote your best price.
- (2) Only those BIDDERS whose products have been reviewed and approved by the CCRTA are eligible to submit a bid.
- (3) Submit one (1) original Price Schedule, and certification forms to CCRTA Attn: Contracts Department, at 602 N. Staples St. – Staples Street Center, Corpus Christi, Texas 78401. On the outside of your sealed bid, include the information as noted in the "Instructions to Bidders".

(1) LOST GARMENTS

Indicate the per unit amount your firm will charge the CCRTA to replace each of the following items during the initial three-year base contract.

DESCRIPTION	UNIT PRICE
Short Sleeve 65/35	
Long Sleeve 65/35	
Short Sleeve Knit Polos	
Long Sleeve Cotton	
Short Sleeve Cotton	
Short Sleeve 65/35 High Visibility	
Long Sleeve 65/35 High Visibility	
Women's Pants Side Elastic	
Denim	
Cotton Pant	
Pants 65/35	
Women's Pant 65/35	
Women's Smock	

*** Note: A Lost Garment report, tracking garment's activity, must be provided to CCRTA prior to payment.**

APPENDIX A PRICE SCHEDULE

IFB No.: 2016-SP-15

Firm: _____

Instructions:

- (1) Refer to "Instructions to Bidders" and quote your best price.
- (2) Only those BIDDERS whose products have been reviewed and approved by the CCRTA are eligible to submit a bid.
- (3) Submit one (1) original Price Schedule, and certification forms to CCRTA Attn: Contracts Department, at 602 N. Staples St. – Staples Street Center, Corpus Christi, Texas 78401. On the outside of your sealed bid, include the information as noted in the "Instructions to Bidders".

(2) CHANGE OUTS

Indicate the per unit amount your firm will charge the CCRTA to replace each of the following items during the initial three-year contract.

DESCRIPTION	UNIT PRICE
Short Sleeve 65/35	
Long Sleeve 65/35	
Short Sleeve Knit Polos	
Long Sleeve Cotton	
Short Sleeve Cotton	
Short Sleeve 65/35 High Visibility	
Long Sleeve 65/35 High Visibility	
Women's Pants Side Elastic	
Denim	
Cotton Pant	
Pants 65/35	
Women's Pant 65/35	
Women's Smock	

Signed by: _____

Date: _____

Position: _____

APPENDIX A PRICE SCHEDULE

IFB No.: 2016-SP-15

Firm: _____

Instructions:

- (1) Refer to "Instructions to Bidders" and quote your best price.
- (2) Only those BIDDERS whose products have been reviewed and approved by the CCRTA are eligible to submit a bid.
- (3) Submit one (1) original Price Schedule, and certification forms to CCRTA Attn: Contracts Department, at 602 N. Staples St. – Staples Street Center, Corpus Christi, Texas 78401. On the outside of your sealed bid, include the information as noted in the "Instructions to Bidders".

(3) INITIAL ORDER/OTHER CHARGES

Indicate the per unit amount your firm will charge the CCRTA to replace each of the following items during the initial three-year contract.

DESCRIPTION	UNIT PRICE
Set up Charge (per garment)	
Person's Name Emblem Charge (per emblem)	
Company Name & Logo Emblem Charge (per emblem)	
Any additional charge for initial order (specify): 	

OVERSIZED GARMENT CHARGES FOR 2XL AND ABOVE

DESCRIPTION	UNIT PRICE
One Time Oversize Garment Charge	
Additional Weekly Charge For Oversize Garments	

Signed by: _____

Date: _____

Position: _____

APPENDIX A PRICE SCHEDULE

IFB No.: 2016-SP-15

Firm: _____

Instructions:

- (1) Refer to "Instructions to Bidders" and quote your best price.
- (2) Only those BIDDERS whose products have been reviewed and approved by the CCRTA are eligible to submit a bid.
- (3) Submit one (1) original Price Schedule, and certification forms to CCRTA Attn: Contracts Department, at 602 N. Staples St. – Staples Street Center, Corpus Christi, Texas 78401. On the outside of your sealed bid, include the information as noted in the "Instructions to Bidders".

(4) ADDITIONAL MEN CHARGES

Indicate the per unit amount your firm will charge the CCRTA to replace each of the following items during the initial three-year contract.

DESCRIPTION	UNIT PRICE
Set up Charge (per garment)	
Person's Name Emblem Charge (per emblem)	
Company Name & Logo Emblem Charge (per emblem)	
Any additional charge for initial order (specify): 	

Signed by: _____

Date: _____

Position: _____

APPENDIX A PRICE SCHEDULE

IFB No.: 2016-SP-15

Firm: _____

Instructions:

- (1) Refer to "Instructions to Bidders" and quote your best price.
- (2) Only those BIDDERS whose products have been reviewed and approved by the CCRTA are eligible to submit a bid.
- (3) Submit one (1) original Price Schedule, and certification forms to CCRTA Attn: Contracts Department, at 602 N. Staples St. – Staples Street Center, Corpus Christi, Texas 78401. On the outside of your sealed bid, include the information as noted in the "Instructions to Bidders".

(5) CHARGE FOR REPLACING ALL 11 SHIRTS & PANTS WITH BRAND NEW GARMENTS AFTER 24 MONTHS WEARING PERIOD:

Indicate the per unit amount your firm will charge the CCRTA to replace each of the following items during the initial three-year contract.

DESCRIPTION	UNIT PRICE
Replacement Charge per garment	
Set up Charge (per garment)	
Person's name Emblem Charge (per emblem)	
Company Name Emblem Charge (per emblem)	
Any additional charge for initial order (specify): 	

Signed by: _____

Date: _____

Position: _____

CERTIFICATION FORMS

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

APPENDIX B

CERTIFICATION FORM

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

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Invitation for Bids 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.
- (5) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (6) **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.
- (7) **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
- (8) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (9) **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)
- (10) **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)
- (11) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (12) **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)
- (13) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (14) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (15) **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 BIDDER 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: _____

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>).

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 Corpus Christi Regional Transportation Authority, Texas as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____

APPENDIX E



**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 F

REFERENCES: The Bidder must supply a list of three (3) similar projects which he/she has completed within the last five (5) years that satisfactorily met the client's specifications, and list three (3) that did not satisfactorily meet the client's specifications.

1. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

2. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

3. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

4. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

5. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

6. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____

Date Completed: _____ Cost: _____

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

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page:

VENDOR:

PROJECT: IFB No. 2016-SP-15

PAGE: _____

PARAGRAPH: _____

SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____

Disapproved: _____

Clarification: _____

Response:

Chief Executive Officer/Designee