



**INVITATION FOR BIDS
FOR
BUS AND ENGINE PARTS**

IFB No.: 2016-SP-14

Date Issued: September 7, 2016

Sealed bids will be received at the office of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA," at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401, until 3:00 PM (CDST), Wednesday, October 12, 2016 for bus and engine parts. This is a two-year, firm-price supply agreement with two (2) one-year options. No escalation in price will be permitted over the term of the contract. **Multiple awards will be made to all responsible and responsive BIDDERS on a per part basis. Each part will be awarded to the three lowest bidders.**

Firms are encouraged to attend a pre-bid meeting scheduled for Wednesday, September 14, 2016 at 3:00 PM (CDST) at the CCRTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to review the CCRTA's requirements for this project. While this meeting is not mandatory, bidders are strongly encouraged to attend.

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@ccrta.org.

Requests for Information / Approved Equals must be submitted via e-mail using the enclosed form (Appendix F), no later than 3:00 PM (CDST) on Wednesday, September 21, 2016 to procurement@ccrta.org with the CCRTA responding on Wednesday, September 28, 2016. **FIRMS MUST SUBMIT A REQUEST FOR APPROVED EQUALS FOR EACH PART NOT ALREADY PRE-APPROVED IN THIS DOCUMENT (Page 10 Item 5.0).**

Copies of this Invitation for Bids (IFB) and information may be obtained at the CCRTA's website at (www.ccrta.org/news-opportunities/business-with-us/). Further information may be obtained from Sherrié Clay, Buyer, or Robert Saldaña, Managing Director of Administration, at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program; however, no DBE goal is assigned to this procurement. For additional information regarding this program, please contact Christina Perez, DBE/EEO Compliance Officer at (361) 289-2712.

The following bid documents are applicable under this procurement:

- Invitation for Bid,
- Instructions to Bidders,

- Scope of Work,
- Description of Equipment System,
- Standard Supply Agreement Terms and Conditions,
- Special Provisions Concerning Disadvantaged Business Enterprises (DBEs),
- Price Schedule (Appendix A) – Separate Electronic Attachment, Microsoft Excel), 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 paper hardcopy and one electronic for on a USB Flash Drive in Microsoft Excel format)
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E), and
- Request for Information Form (Appendix F).

BIDDERS must submit the Price Schedule (one paper hardcopy and one electronic form on a USB Flash Drive in Microsoft Excel format), and certification forms. The Price Schedule is a separate document in Microsoft Excel format. Tab 1 on the excel file contains the Instructions, percentage increases for option year one and two, as well as the battery specification sheet, and Tabs 2-8 are the Price Schedules. Failure to provide this information may deem your bid to be non-responsive.

INSTRUCTIONS TO BIDDERS

1. GENERAL.

The following instructions by the 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 should 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, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

4. 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. Unless a greater time is specified in the Bid Invitation, specifications or other special instructions applicable to federal grant-funded contracts, any such alternate or proposed equal must be submitted to the CCRTA for approval prior to the close of business on the third regular working day preceding the bid date.

5. INFORMATION REQUIRED.

5.1. Each bidder shall furnish the information required by the bid documents. The bidder shall sign the Price Schedule and, when appropriate, the specifications, which documents shall 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 shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

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 shall have the right to designate what method of transportation shall 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 shall state its best delivery time.

5.7. **BIDDERS must submit the Price Schedule (one paper hardcopy and one electronic form on a USB Flash Drive in excel format). The Price Schedule is a separate document in Microsoft Excel format. Tab 1 on the excel file contains the Instructions, percentage increases for option year one and two, as well as the battery specification sheet, and Tabs 2-8 are the Price Schedules. Failure to provide this information may deem your bid to be non-responsive.**

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
Corpus Christi, TX 78401
Bid For: Bus & Engine Parts, IFB 2016-SP-14
Bid Due Date: Wednesday, October 12, 2016 at 3:00 PM (CDST)

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:

- **September 7, 2016 – IFB Issued**
Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/community-events/.
- **September 14, 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.
- **September 21, 2016 – Request for Information/Approved Equals**
Written Request for Information/Approved Equals (Appendix F) are due no later than 3:00 PM. Request for Information must be received via email to procurement@ccrta.org, or hand-delivered at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **September 28, 2016 – CCRTA Response to Request for Information/Approved Equals**
Responses will be posted to the CCRTA Website: www.ccrta.org/news-opportunities/community-events/.
- **October 12, 2016 - Bids Due**
Bids are due no later than 3:00 PM (Central Time). 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(s).

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 shall 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 shall 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 shall 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. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.

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 the CCRTA, the contract must be awarded to that bidder. Otherwise; the successful bidder shall 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.

10.5. Please note that a BIDDER, at the CCRTA's option, may receive an award only if the cumulative awards on a per-part basis exceed \$500.

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 Chief Executive Officer within five (5) business days following the bid date. The protest shall 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 shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications.

SCOPE OF WORK

1.0 DESCRIPTION

1.1 The CCRTA requires the use of new heavy-duty bus engine parts, bus vehicle parts, and support vehicle parts capable of meeting the rigors of intra-city travel. Specifications are based on OEM specifications (catalog numbers) to establish acceptable standards of quality, performance features, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material. **All furnished parts must meet OEM specifications.**

2.0 BATTERY SPECIFICATIONS

2.1 Batteries must be rated using the Battery Council International's approved rating system. Proof of certification must be provided upon CCRTA request. Batteries must be manufactured in the United States of America.

2.2 Batteries should be sealed and maintenance-free. In the event that a battery is unavailable as a sealed unit, CCRTA will consider batteries that require water. In this instance, a notation must be made on the Price Schedule that the battery is not sealed.

2.3 Batteries should have a minimum 24-month warranty. If a battery is not available with a 24-month warranty, a note must be made on the Price Schedule stating the warranty period available. If no notation is made, vendor will be required to provide a battery with a 24-month warranty with at least 18-month free replacement. Warranty will begin on date of installation into the vehicle, **not on the delivery date.**

2.4 Part number 32-122, on the price schedule, will have a minimum of 700 Cold Crank Amps. CA/MCA 700 with reserve of 180 minutes.

2.5 Each battery must be labeled individually with specifications including CCA, reserve capacity and country of origin.

2.6 Bidder should furnish E.P.A. disposal number for certification that batteries will be disposed of properly. Bidder will pick up battery cores when delivering new batteries.

2.7 Each battery will be equipped with S.A.E. terminal design "Type T" (top stud, stainless steel, 3/8-16 UNC-2A Thread).

2.8 Batteries will be fully charged when delivered to CCRTA (12.6 volt minimum). New fully charged batteries will be randomly load tested and reserve capacity tested. A test load equivalent to 50% of Cranking Performance Rating of bidder's battery will be applied for 15 seconds. The voltage will be read at 15 seconds. If the voltage is less than the minimum voltage required at electrolyte test

temperature found in the chart in Figure X of The BCI Battery Service Manual,

battery will not be accepted.

2.9 The apparent low bidder will be required to submit a sample of the battery that was bid to the CCRTA for compliance testing. The battery will be returned to bidder after completion of tests at no charge to CCRTA.

2.10 Low bidder is required to possess and maintain a facility with the capabilities to check and recharge batteries. Bidders who do not possess such a facility will not be considered as battery supplier. The CCRTA may request a site visit to verify facility meets CCRTA standards.

2.11 The low bidder will be required to pick up core batteries at time of delivery. An alternate scheduled time for pick-up of core batteries may be coordinated at the discretion of the CCRTA. All core batteries will be charged and checked. The batteries that are deemed acceptable will be returned to CCRTA and the unacceptable batteries will be discarded by the low bidder at no additional cost to the CCRTA.

3.0 LARGE RECORDED RADIATOR SPECIFICATIONS

3.1 Radiators must have a one-year warranty from date of installation into the vehicle and be manufactured in the United States.

3.2 BIDDER will meet Gillig Manufacturer Radiator Specifications.

4.0 BIDDER shall furnish parts which are either permanently labeled or are traceable. In the event that the BIDDER cannot comply with this requirement on a particular order due to limitations by suppliers, the CCRTA reserves the right to purchase these parts from another supplier.

5.0 The following items have already been approved and are preferred parts for the CCRTA. However, staff will consider requests for approved equals.

Part Category	Approved Manufacturer
Engine Parts	Cummins
Engines	Cummins, Recon ®
Tapered Bearing Parts	Timken, NTN
Brake Lining Parts	Haldex, Brake Pro, Marathon, Federal Mogul, Ferodo
Brake Parts	Meritor, Haldex, Truck, Trailer &
Bus	Transit, Bendix, Webb
Batteries	Delco, Interstate, Exide, Continental
Belts	Gates, Goodyear, Dayco
Transmission Parts	Allison
Front Axle	Meritor
Rear Axle	Meritor
A/C Parts	Thermo King, Carrier

Wheel Chair Lift
Alternators
Starters

Lift-U
Niehoff
AC-Delco

It is the ultimate responsibility of the BIDDER to ensure that parts other than those listed above meet OEM specifications and have been pre-approved by the CCRTA.

6.0 ALTERNATOR AND STARTER WARRANTY

6.1 Alternators and starters are to be warranted for twelve (12) months from date of installation into the vehicle and will meet Niehoff Alternators remanufactured specifications.

6.2 BIDDERS are required to state exactly what product they intend to furnish if other than an OEM part and have been pre-approved by the CCRTA.

7.0 Compressors

7.1 Air Conditioning Compressors are to be warranted for twelve (12) months from date of installation into the vehicle.

7.2 Air Compressors are to be warranted for twelve (12) months from date of installation into the vehicle.

8.0 DELIVERY

8.1 **BIDDER will deliver all orders placed by the CCRTA from receipt of purchase order release within ten (10) working days.** Delivery shall be made between 6:30 a.m. to 8:00 p.m., Monday through Friday and on Saturday between 8:00 a.m. to 4:00 p.m. to 5658 Bear Lane, Corpus Christi, Texas.

8.2 BIDDER shall comply with industry standards for packaging and delivery of all orders. **A detailed packing slip including pricing with the parts' manifest and purchase order number must be furnished and signed as received by authorized CCRTA personnel.**

8.3 Discrepancies related to wrong parts, quantities, or delivery will not be accepted by the CCRTA. All costs related to problems caused by BIDDER shall be borne by the BIDDER. **This includes prepaid shipping for goods that were shipped incorrectly.**

9.0 STOCKING REQUIREMENTS

9.1 BIDDER must demonstrate to the CCRTA's satisfaction, if requested, that it has adequate storage capacity on its premises for the material required to perform this contract. **Bidder is required to stock inventory and cannot be a parts broker.**

9.2 The successful BIDDER will be required to supply all items by the

manufacturer upon which its bid is based. No substitution of manufacturer will be allowed during the term of this supply agreement.

9.3 Due to limited warehouse space and inventory investment, the CCRTA will rely exclusively on the BIDDER's stocking increments and specified delivery response time. **CONTRACTOR must maintain at least 25% of all items awarded to it.** Emergency delivery service may be required in some instances. The successful BIDDER must be able to respond and meet this need. The successful BIDDER will be compensated the actual cost for premium transportation charges when specifically authorized by the CCRTA. **The CCRTA may request bidder to increase stocking requirements in order to avoid items being repeatedly OUT OF STOCK.** A new contract will be issued to the next lowest and responsible BIDDER for any such part(s) that do not meet the stocking requirements for these parts.

9.4 The CCRTA reserves the right not only to inspect but also to test the successful BIDDER's particular part(s) to determine whether they meet OEM specifications. If the part(s) are rejected, the CCRTA will return them with an explanation at the CONTRACTOR's expense. A new Contract will be issued to the next lowest and responsible BIDDER for any such part(s).

10.0 WARRANTY

All parts shall be fully warranted and meet the standard manufacturer's warranty.

DESCRIPTION OF EQUIPMENT

1.0 INSTRUMENTATION AND CLIMATE CONTROL

1.1 AIR CONDITIONING, HEATING, AND VENTILATING SYSTEM

Includes all fans, hoses, thermostats, ductwork, etc. associated with the environmental control of the equipment.

1.2 BODY

Includes windshield wipers, reflectors, mirrors, seats, and interior equipment.

1.3 INSTRUMENTS, GAUGES (ALL), WARNING, & SHUTDOWN DEVICES

Includes all instruments, gauges, warning, and shutdown devices.

2.0 BODY

2.1 BODY

Includes all sheet metal required to cover the major vehicle components, side and front walls, roof assembly, flooring, rear door, hold-downs, and related hardware and special attachments.

2.2 REAR DOOR

Includes rear door(s), all hardware for attaching, operating, or support along with heavy duty framing around periphery of doors.

3.0 CHASSIS

3.1 AXLE, FRONT

Begins at and includes all components up to, but not including, the wheel bearings.

3.2 AXLE, REAR

Begins at and includes all components up to, but not including, the rear hubs and bearings.

3.3 BRAKES

Begins at the brake pedal and includes all plumbing, valves, air compressor and controls up to and including the brake drums.

3.4 FRAME

Includes all structural members of the frame including the bumpers and necessary brackets and mounts required for attaching components; however, suspension brackets are not included as part of the frame.

3.5 STEERING

Begins at the steering wheel and includes all steering components up to, but not including, the spindle or steering knuckle.

3.6 SUSPENSION

Begins with, and includes, the brackets attaching the suspension to the frame and includes the parts necessary to attach the suspension to the axle.

3.7 WHEELS, RIMS, HUBS, AND BEARINGS

Includes only wheels, rims, hubs, wheel bearings, and seals.

4.0 DRIVE TRAIN

4.1 AXLE DRIVEN-REAR

Begins at, but does not include, the rear springs, and includes all components up to, but not including, the wheel hub and bearings. Includes the differential drive flange or yoke.

4.2 DRIVE SHAFT

Includes all drive shafts, universal joints, and support bearings between the components, drive flanges, or yokes.

5.0 ELECTRICAL

5.1 CHARGING SYSTEM

Includes all on-board components and wiring necessary for the charging of the batteries; it does not include batteries or gauges.

5.2 CRANKING SYSTEM

Includes the starting motor, necessary piping, wiring, relays, and switches (excluding combination ignition or accessory switches), including the system power source which is normally a battery; the cranking system includes anything electrical connected with the system.

5.3 IGNITION SYSTEM

Begins with the ignition switch and includes all components through the spark plugs; it includes all components and wiring in both the primary and secondary circuits.

5.4 LIGHTING SYSTEM

Includes all wiring, bulbs, switches, and wiring harness necessary to illuminate the vehicle.

6.0 ENGINE/MOTOR SYSTEM

6.1 AIR INTAKE SYSTEM

Includes all items between the air inlet port through the intake manifold (excluding carburetor); does include the air cleaner. Also included are air blowers and superchargers.

6.2 COOLING SYSTEM

Begins with the radiator and covers all components up to and including the water pump; also includes water manifold and temperature control devices.

6.3 EXHAUST SYSTEM

Begins with the exhaust manifold and extends through the end of the tail pipe.

6.4 FUEL SYSTEM

Includes the fuel tank through the carburetor or fuel nozzle and covers all lines, pumps, filters, and controls.

6.5 POWER PLANT

Includes the basic power plant and internal power plant lubrication system; does not include any of the above systems.

7.0 ACCESSORIES

7.1 GENERAL ACCESSORIES

Includes such items as hubodometers, tachometers, etc.

7.2 ELECTRICAL ACCESSORIES

Includes radio receivers and transmitters.

7.3 EXPENDABLE ITEMS

Includes vehicle fluids, gases, and particulates, as well as such items as chains, flares, fire extinguishers, etc., which are not normally considered as being part of vehicle maintenance.

7.4 HORN AND MOUNTING

Includes all wiring, piping, controls, and mounting devices.

7.5 RESTRAINTS AND LIFT SYSTEM

Includes all restraints and wheel chair lift systems.

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 reasonably notify the CCRTA of its intention to cure and may then make a conforming tender within the required time.

9. INVOICES AND PAYMENTS.

Contractor shall submit separate invoices, in duplicate, on 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 "order due." 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.

26. LIABILITY INSURANCE COVERAGE.

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

Commercial general liability insurance with minimum policy limits of \$1,000,000.

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

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

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

27. WORKERS' COMPENSATION.

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

**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/proposers 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 \$22.41 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 Application for Certification for each business not currently certified by the CCRTA as a DBE.

5.1.2 Joint Venture Eligibility Form for each DBE joint venture.

5.1.3 A completed DBE participation Form, with the names of DBEs to be used and a description of the work, services or supplies to be provided by each 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 The DBE Participation Form 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 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

SEPARATE ELECTRONIC

FORM MICROSOFT EXCEL

BIDDERS must submit the Price Schedule (one signed paper hardcopy and one electronic form on a USB Flash Drive in excel format), and certification forms. The Price Schedule is a separate document in Microsoft Excel format. . Tab 1 on the excel file contains the Instructions, percentage increases for option year one and two, as well as the battery specification sheet, and Tabs 2-8 are the Price Schedules. Failure to provide this information may deem your bid to be non-responsive.

CERTIFICATION FORMS

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

APPENDIX B

CERTIFICATION FORM

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

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name

Title

Date

APPENDIX C

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned 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>).

NAME

CONSULTANT

CERTIFICATE

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

Certifying Person: _____

Title: _____

(Type or Print)

Signature of Certifying Person: _____

Date: _____

APPENDIX E



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

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page:

VENDOR:

PROJECT: RFP No. 2016-SP-14

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee