REQUEST FOR PROPOSALS
For
DIGITAL SIGNAGE/CONTENT MANAGEMENT SOFTWARE (CMS) SOLUTION FOR
TRANSFER STATIONS

RFP NO.: 2018-FP-05 Date Issued: February 22, 2018

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the “CCRTA”, at 602 N. Staples, Corpus Christi, Texas 78401 until 3:00 p.m. (CST) Thursday, April 12, 2018 for Digital Signage/Content Management Software (CMS) Solution for Transfer Stations. The CCRTA is requesting proposals for the design, installation, testing, and acceptance of Digital Signage/Content Management Software (CMS) Solution for all transfer stations from interested firms (hereinafter known as “the proposer”). Prices quoted must be all-inclusive and represent complete installation at all CCRTA’s transfer stations. The proposer will be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the Digital Signage/CMS Solution to the CCRTA. The project is to be completed by June 29, 2018.

Proposals will be valid for one hundred twenty (120) calendar days from the proposal due date.

PROPOSERS are encouraged to attend a pre-proposal conference scheduled for 3:00 p.m. (CST), Thursday, March 15, 2018 in the CCRTA Board Room on the second floor of the Staples Street Center located at 602 N. Staples, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions PROPOSERS may have concerning this procurement.

If you are unable to attend the pre-proposal conference but would like to remotely participate via GoToMeeting, please send a request for login information to procurement@ccrta.org by 12:00 PM (CST) Tuesday, March 15, 2018.

Requests for Information will be due by 3:00 PM, Thursday, March 22, 2018, with a response by Tuesday, March 27, 2018.

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA website at www.ccrta.org/news-opportunities/business-with-us/. Further information may be obtained from Sherrié Clay, Procurement Administrator, or Annie Hinojosa, Director of Procurement, at (361) 289-2712.
The CCRTA has a Disadvantaged Business Enterprise (DBE) program, and has determined that a THIRTEEN PERCENT (13%) DBE participation has been established for this contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Christina Perez, DBE Liaison Officer, at (361) 903-3461.

This project was made possible through a grant in the amount of $1,060,601 (80%) by the U.S. Department of Transportation, Federal Transit Administration, (Grant No.: TX-04-0114-00).
For the purposes of this procurement, the following proposal documents are applicable:

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

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

- Response to RFP one (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,
- Price Schedule (Appendix A), (one (1) original in a separately sealed envelope),
- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Buy America (Appendix E),
- Certification of Restrictions on Lobbying (Appendix F),
- DBE Participation Form Schedules A-C (Appendix G),
- Accessibility Policy (Appendix H),
- References (Appendix I),
- Request for Information Form (Appendix J), and
- Bid Submission Checklist (Appendix K).
FIRMS must submit a proposal, and all documentation supporting the Proposal. **A Price Schedule must be submitted in a separately, sealed envelope.** Failure to provide this information may deem your proposal to be non-responsive.
INSTRUCTIONS TO PROPOSERS

1. **GENERAL.**

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

2. **EXPLANATIONS.**

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

3. **SPECIFICATIONS.**

3.1 Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the proposer’s risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

4. **INFORMATION REQUIRED.**

4.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Price Schedule and the proposal, which collectively shall constitute the proposer’s offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.

4.2. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the “Total Price” column of the Price Schedule, and in case of
discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.

4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.

4.5. Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5. SUBMISSION OF PROPOSALS.

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

Corpus Christi Regional Transportation Authority
Staples Street Center
ATTN: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401
Proposal For: RFP No. 2018-FS-05 DIGITAL SIGNAGE/CONTENT MANAGEMENT SOFTWARE (CMS) SOLUTION FOR TRANSFER STATIONS
Proposal Due Date: Thursday, April 12, 2018 by 3:00 PM

If hand delivered is preferred, please deliver to the CCRTA receptionist located on the third floor to be time and date stamped.

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

5.3. Schedule
Proposals shall be governed by the following schedule:
• **Thursday, February 22, 2018 - RFP Issued**  

• **Thursday, March 15, 2018 - Pre-Proposal Conference** at 3:00 pm (CST) on the second floor in the Board Room located at the Staples Street Center at 602 N. Staples, Corpus Christi, Texas 78401.

• **Thursday, March 22, 2018 - Request for Information Due**  
Written Requests for Information (Appendix G) are due by 3:00 PM (CST). Please submit **one** form for **each** Request for Information. Request for Information must be emailed to [procurement@ccrta.org](mailto:procurement@ccrta.org), hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.

• **Thursday, March 29, 2018 – CCRTA’s Response to Request for Information Due**  

• **Thursday, April 12, 2018 - Proposals Due**  
Written proposals are due no later than 3:00 PM (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.

• **Best and Final Offer – TBD**  
CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.

• **Tentative Contract Award – May 3, 2018**  
CCRTA Board of Directors will meet to award a contract to the successful Proposer.

6. **MODIFICATION OR WITHDRAWAL OF PROPOSALS.**

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

7. **OPENING PROPOSALS.**
All proposals shall be opened by the CCRTA as soon after the proposal deadline as is reasonably practicable. Information submitted in response to the Request for Proposals shall not be released by the CCRTA during the proposal evaluation process or prior to Contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after Contract award.

8. EVALUATION FACTORS.

8.1. The CCRTA will award a contract based upon the criteria set forth in the Request for Proposals. A contract may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.

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

9. ELIGIBILITY FOR AWARD.

9.1. In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the CCRTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily.

9.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.

9.3. Responsible proposers at a minimum must:

9.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;

9.3.2 Have a satisfactory record of past performance;
9.3.3. Have necessary management and technical capability to perform;

9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;

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

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

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

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

10.1. Reject or cancel any or all proposals;

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

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

10.4. Extend the proposal due date;

10.5. Reissue a Request for Proposals;

10.6. Procure any item or services by other means;

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

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

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

12. PROTESTS.

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

13. EQUAL OPPORTUNITY.

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

14. SINGLE PROPOSAL.

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

14.2. Where it is impossible to obtain a valid price analysis, it may be necessary for the CCRTA to conduct a cost analysis of the proposal price. Cost analysis is the review and evaluation of a proposer’s cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
14.3. The price and/or cost analysis shall be made by personnel of the CCRTA’s selection. The CCRTA’s discretion exercised as to its options in this regard shall be final.
SPECIAL INSTRUCTIONS

1.0 GENERAL

1.1 Introduction

The CCRTA is requesting proposals for the design, installation, testing, and acceptance of Digital Signage/Content Management Software (CMS) Solution for all transfer stations from interested firms (hereinafter known as “the proposer”). Prices quoted must be all-inclusive and represent complete installation at all CCRTA's transfer stations. The proposer shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the Digital Signage/CMS Solution to the CCRTA. The project is to be completed by June 29, 2018.

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

- Cover Letter,
- Approach and Work Plan,
- Qualifications and References,
- Experience,
- Certification Forms, and
- Price Schedule (submitted in a separately sealed envelope).

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

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the “Instructions to Proposers” section 5. The proposal contents shall include the following:

1.2 Proposal Contents and Format

The contents of the proposal shall include the following:

1.2.1 Cover Letter
Include appropriate introductory and contact information, including the name of the firm’s principal liaison.

1.2.2 Approach and Work Plan
Proposer must include a detailed work plan outlining all of the specific tasks that will need to be undertaken and the procedures that will be used to accomplish the Scope of Work. Please indicate the manpower that will be used in providing this
service.

1.2.3 Qualifications and References

Proposer must detail qualifications of firm in performing this type of work and provide references using (Appendix F).

1.2.4 Experience

Firm - Proposer must submit any information appropriate to the RFP necessary to establish qualifications and experience (i.e.; references with contact name and telephone number).

Personnel - Proposer must include detailed work experience and number of specific personnel who will be directly involved ("hands-on" personnel) with this project and identify the proposed project manager.

1.2.5 Certification Forms (Appendix B through K)

1.2.6 Price Schedule (Sealed Separately)

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

2.0 EVALUATION CRITERIA

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

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<th>Factor</th>
<th>Points</th>
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<tbody>
<tr>
<td>Approach and Work Plan</td>
<td>25 pts</td>
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<tr>
<td>Qualifications and References</td>
<td>25 pts</td>
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<td>Experience</td>
<td>20 pts</td>
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<tr>
<td>Price</td>
<td>30 pts</td>
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<td>Total</td>
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2.2 The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the price schedule will be opened and included in the evaluation process. Evaluation points for cost will be assigned based on a lowest cost (most points) to highest cost (least points) ranking of proposed cost packages. The maximum points available for cost are 30 points. The CCRTA may select a proposer for the project after this review if the CCRTA feels it is in the CCRTA’s best interest. The CCRTA may also evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms. Otherwise, a short-list of interviewees will be established based upon the overall results. After completion of the interviews the evaluation of the proposals will be reviewed and modified as necessary.

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 Submission requirements

3.1.1 Proposal Availability

RFP copies may be obtained online at www.ccrta.org/news-opportunities/business-with-us/.

3.1.2 Proposal Submission

3.1.2.1 Proposals may be hand delivered or mailed to:

Corpus Christi Regional Transportation Authority
Staples Street Center
3rd Floor
Attn: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401

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

3.1.3 Late Submittal

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

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

3.2.2

3.2.3 The cover letter must bear the signature of a person duly authorized to legally commit for the PROPOSER.

3.2.4 Proposal Preparation

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

3.2.5 Proposal Withdrawal

Proposals may be withdrawn either personally or by written request prior to the closing time for receipt of proposals. Thereafter, all proposals shall remain valid for a period of one hundred twenty (120) calendar days.

3.3 Release of Information

The CCRTA shall not release information submitted in response to this RFP during the proposal evaluation process or prior to contract award. PROPOSERS are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.
SCOPE OF WORK

1.0 DESCRIPTION

1.1 The Corpus Christi Transportation Authority “CCRTA” is seeking proposals from qualified Digital Signage Company interested in providing the CCRTA a standard specification applicable to commercial building digital display technology application with installation, support, and warranty.

1.2 The CCRTA intends to acquire a complete Digital Signage/Content Management Software (CMS) technology for its bus transfer stations. Corpus Christi Regional Transportation Authority here within requests proposals for the design, installation, testing, and acceptance of the Digital Signage by interested firms (hereinafter known as “the proposer”). Prices quoted must be all-inclusive and represent complete installation at all of CCRTA’s transfer stations. The proposer will be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the Digital Signage/CMS Solution to the CCRTA.

2.0 CONTRACTOR’S RESPONSIBILITIES

The Contractor shall be fully capable of installing Digital Signage/Content Management Software (CMS) technology. The Contractor shall at a minimum possess the following qualifications:

2.1 Possess those licenses/permits required to perform Digital Video installations in the specified jurisdiction.

2.2 Provide references of the type of installation provide in this specification.

2.3 Personnel knowledgeable in local, state, province and national codes, and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.

2.4 All CCRTA Transfer Stations have electricity but some locations will need to extend to reach mounting locations for the displays. The vendor will be responsible for all electric work that will be needed at the transfer stations. Professional License electrician or company must be used for the contract.

2.5 Be in business a minimum of five (5) years.
3.0 SCOPE OF WORK

3.1. Video Display and Hardware Preferences
Our current preferences are as follows:

3.1.1 Qty:6 1080p All in One Outdoor Solution (Water/dust proof/Impact/Anti-Graffiti) Commercial Grade LCD Monitors (24x7 Rated)
   3.1.1.1 Super high brightness
   3.1.1.2 Audio Required (built in or standalone)
   3.1.1.3 Minimum High Brightness 2500-NIT
   3.1.1.4 Minimum 3 year mfg. warranty on displays with Onsite Support
   3.1.1.5 Anti-Glare Technology
   3.1.1.6 5 Installed, 1 monitor for spare
   3.1.1.7 Minimum IPS 56 Rated

3.1.2 Qty:6 4G/LTE Cell Modems (Ruggedized Compact)

3.1.3 Qty:6 Media Players for Displays With all Hardware Included

3.1.4 Locations for monitors
   3.1.4.1 Staples Street Transfer Station(602 Staples St, CC, TX 78401)
       Qty: 2 Outdoor Kiosks with hardware
   3.1.4.2 South Side Transfer Station (5314 McArdle Rd, CC, TX 78415)
       Qty: 2 Outdoor wall mounts with hardware
   3.1.4.3 Port Ayers Transfer Station (4311 Ayers St, CC, TX 78415)
       Qty: 1 Outdoor wall mount with hardware
   3.1.4.4 Robstown Transfer Station(401 E Ave A, Robstown, TX, 78380)
       Qty: 1 Use Existing Samsung PE42C Monitor for Display (No mounting hardware needed)

3.2. Displayed Content and Information
Our current preferences are as follows:
3.2.1 CCRTA TransLoc System Map will be also displayed (CCRTA and TransLoc will Provide the Information to the proposer).

3.2.3 Local Weather Alerts Option will need to be included with Emergency option so the CCRTA can display during bad weather conditions.

3.2.4 CCRTA Marketing Branding options must also be displayed throughout all Non-Interactive screens.

3.2.5 The CCRTA’s displays will provide CCRTA multi-media information and photos in schedule sequences.
3.2.6 The ability for CCRTA staff to remote access the monitors and add content via internet.

3.2.7 The CCRTA is forecasting to have this project completed no later than June 29, 2018.

3.3 **Server/Cloud and Software Capabilities**
Our current preferences are as follows:
3.3.1 Digital Media Players or Built in display
3.3.2 Interactive Multi-User technology capabilities.
3.3.3 Software that will provide interactive and digital signage.
3.3.4 Media Servers that can handle Digital Signage with backup capabilities.
3.3.5 Include Software Updates if available.

3.4 **Network Connectivity Specifications**
3.4.1 Respondents must specify minimum workstation requirements, including:
   3.4.1.1 Cell modem required for all 6 screens for remote access (AT&T or Verizon Compatibility Required).
   3.4.1.2 CCRTA will be responsible for 4G LTE Cell Services.

3.5 **Viewing**
3.5.1 A 1920x1080 resolution area is preferred.
3.5.2 Video Screens shall allow for the viewing of multiple videos and Documents on all screens.
3.5.3 ADA requirements for video, monitor height and sound.
3.5.4 The Corpus Christi Regional Transportation Authority will need all 6 displays purchased with mounting hardware and installed to view the media content.

3.6 **Testing Equipment and hardware**
Installation of all equipment, software, laying of wire and all ancillary equipment and connectors must be installed, test verified and delivered in operating and ready-to-use condition.

3.7 **Software**
3.7.1 Furnish, design, develop, configure, install, test, train and deliver the equipment and computer operating system(s) in a ready-to-use condition, and perform all other related work.
3.7.2 Please provide an anticipated future release schedule of known software.

3.8 **Training**
3.8.1 The Respondent shall submit a training plan that describes the procedures that the Respondent will employ to adequately accomplish training related to the implementation and full utilization of the system.
3.8.2 The Respondent shall provide a contact person and phone number to assist the Corpus Christi Regional Transportation Authority with any technical
questions. This service shall be provided as a part of the training for a minimum of six months from the date of installation.

3.8.3 Training shall be provided, to personnel designated by the Corpus Christi Regional transportation Authority within 15 business days from the completed installation and acceptance date. Training for all hardware and software must be provided on-site and shall at a minimum include:

3.8.3.1 Name and phone number of the person responsible for training for six months.
3.8.3.2 How to install or setup a computer as a viewing station.
3.8.3.3 How to operate the Media Software.
3.8.3.4 How to backup and retrieve data.
3.8.3.5 How to search and program media servers.
3.8.3.6 How to remove and reinstall the LCD Monitors if need to.

4.0 PRODUCT GUARANTEE AND WARRANTY

4.1 Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by Camera Manufacturer for Three years from transfer of title against any defects. The proposer shall correct defects that may occur as the result of faulty workmanship within First year, after installation and acceptance by Corpus Christi Regional Transportation Authority, at no additional cost to Corpus Christi Regional Transportation Authority. The proposer shall promptly, at no cost to Corpus Christi Regional Transportation Authority, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within the First Year after completion of the project of which the work is a part. The period of the proposer’s warranty for any items herein are not exclusive remedies, and Corpus Christi Regional Transportation Authority has recourse to any warranties of additional scope given by the proposer to Corpus Christi Regional Transportation Authority and all other remedies available at law or in equity. The proposer’s warranties shall commence with acceptance of payment for the work in full.

4.2 If the proposer procures equipment or materials under the Contract, the proposer shall obtain for the benefit of Corpus Christi Regional Transportation Authority equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.

4.3 The proposer shall pass along to Corpus Christi Regional Transportation Authority any additional warranties offered by the manufacturers, at no additional costs to Corpus Christi Regional Transportation Authority, should said warranties extend beyond the one year period specified herein.

4.4 This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by Corpus Christi Regional Transportation Authority or anyone other than employees or agents of the proposer. The proposer’s obligation under its warranty
is limited to the cost of repair of the warranted item or replacement thereof, at the proposer’s option. Insurance covering said equipment from damage or loss is to be borne by the proposer until full acceptance of equipment and services.
FEDERAL SUPPLEMENTAL CONDITIONS

TABLE OF CONTENTS

Materials & Supplies

1. No Federal Government Obligations to Third Parties
2. False statement or Claims - Civil and Criminal Fraud
3. Access to Third Party Contract Records
4. Changes to Federal Requirements
5. Termination
6. Civil Rights (Title VI, ADA, EEO)
7. Disadvantaged Business Enterprises (DBEs)
8. Incorporation of FTA Terms
9. Debarment and Suspension
10. Buy America
11. Resolution of Disputes, Breaches, or Other Litigation
12. Lobbying
13. Clean Air
14. Clean Water
15. Cargo Preference
16. Fly America
17. Energy Conservation
18. Recycled Products
19. ADA Access
FEDERAL SUPPLEMENTAL CONDITIONS

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

1. No Federal Government Obligations to Third Parties
(1) the recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

2. False Statement or Claims – Civil and Criminal Fraud
(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
3. Access to Third Party Contract Records
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have
disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

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

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

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

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the municipal corporation may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the municipal corporation that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the municipal corporation, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the municipal corporation in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the municipal corporation setting forth the nature of said breach or default, the municipal corporation shall have the right to terminate the Contract without any further obligation to contractor. Any such
termination for default shall not in any way operate to preclude the municipal corporation from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the municipal corporation elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the municipal corporation shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the municipal corporation goods, contractor shall, as directed by the municipal corporation, protect and preserve the goods until surrendered to the municipal corporation or its agent. Contractor and the municipal corporation shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation’s convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the municipal corporation may terminate this contract for default. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the municipal corporation may take over the work and compete it by contract or otherwise, and may take possession of and use any materials.
appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the municipal corporation resulting from contractor’s refusal or failure to complete the work within specified time, whether or not contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the municipal corporation in completing the work. Contractor’s right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the municipal corporation, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the municipal corporation in writing of the causes of delay. If in the municipal corporation’s judgment, delay is excusable, the time for completing the work shall be extended. The municipal corporation’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor’s right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the municipal corporation’s convenience.

i. Termination for Convenience or Default (Architect & Engineering) the municipal corporation may terminate this contract in whole or in part, for the municipal corporation’s convenience or because of contractor’s failure to fulfill contract obligations. The municipal corporation shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the municipal corporation all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the municipal corporation’s convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor’s failure to fulfill contract obligations, the municipal corporation may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the municipal corporation. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the municipal corporation’s convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the municipal corporation may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the municipal corporation or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract.

Contractor shall account for any property in its possession paid for from funds received from the municipal corporation, or property supplied to contractor by the municipal corporation. If termination is for default, the municipal corporation may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the municipal corporation and
the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the municipal corporation’s convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the municipal corporation determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the municipal corporation, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

6. Civil Rights (Title VI, ADA, EEO)
All contracts except micro-purchases (less than $2,500). The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue. (b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.
(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

7. Disadvantaged Business Enterprises (DBEs)
Contracts involving subcontractors (exclusive of transit vehicle purchases)

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


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

8. Incorporation of FTA Terms
The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

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

10. Buy America
Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

11. Resolution of Disputes, Breaches, or Other Litigation
Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the municipal corporation’s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the municipal corporation’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the municipal corporation’s CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the municipal corporation, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the municipal corporation and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Connecticut State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the municipal corporation or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
12. Lobbying

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

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

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

15. Cargo Preference
Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading,) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.
16. Fly America
Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

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

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

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

1. SERVICE STANDARDS.

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

2. INVOICES AND PAYMENTS.

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

3. TOOLS, EQUIPMENT AND SUPPLIES.

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

4. ESTIMATED QUANTITIES.

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

5. LIABILITY INSURANCE COVERAGE.

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

RFP No. 2018-FP-05
Digital Signage/Content Management Software (CMS) Solution
For Transfer Stations
Page 33 of 86
Commercial general liability insurance with minimum policy limits of $1,000,000 (In the event motor vehicles will be used by Contractor to perform the services specified). Automobile liability insurance with a combined single limit of $1,000,000.

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

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

6. WORKERS’ COMPENSATION.

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

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

6.1. The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until Contractor’s work on the project has been completed and accepted by the CCRTA.

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

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

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

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

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

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

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

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

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

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

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

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

6.9.2. provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
6.9.3. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

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

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

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

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

6.10. By signing this Contract or providing a certificate of coverage, Contractor is representing to the CCRTA that all employees of Contractor who will provide service on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

8. INDEPENDENT CONTRACTOR.

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

9. ASSIGNMENT.

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

10. AMENDMENTS.

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

11. TERMINATION.

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

12. **ADVERTISING.**

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

13. **GRATUITIES.**

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

14. **EQUAL OPPORTUNITY.**

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

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

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

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

15. **ENFORCEABILITY.**

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

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

17. **INTERPRETATION.**

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

18. **LIQUIDATED DAMAGES**

For this RFP, liquidated damages have been included as part of the Scope of Work. Said damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due the CONTRACTOR.
SPECIAL PROVISIONS CONCERNING
DISADVANTAGED BUSINESS ENTERPRISES
(Federally-Funded Project)

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

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

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

CCRTA HAS SET A GOAL OF 13% DBE PARTICIPATION FOR THIS CONTRACT

1.0 DBE RESPONSIVENESS REQUIREMENTS

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

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

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

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

RFP No. 2018-FP-05
Digital Signage/Content Management Software (CMS) Solution
For Transfer Stations
Page 40 of 86
DBE bidder must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their scope of work and agreed upon subcontract amount(s).

2.0 DBE RESPONSIBILITY REQUIREMENTS

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

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

3.0 CALCULATING DBE PARTICIPATION

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

4.0 Definitions

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

4.1.1 Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-on percent (51%) of the stock is owned by one or more such individuals.

4.1.2 Whose management structure and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

4.1.3 Is certified by the TX UCP at the time of bid opening.

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

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

4.4 “Small Business concern” means with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

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

4.5.1 Any individual who CCRTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.

4.5.2 Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:

4.5.2.1 “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa.

4.5.2.2 “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

4.5.2.3 “Native American”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

4.5.2.4 “Asian Pacific American”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S, Trust Territories of the Pacific Islands (republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, and Hong Kong;
4.5.2.5 “Subcontinent Asian American”, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;

4.5.2.6 “Women”;

4.5.2.7 Any additional groups whose members are designated as socially and economically disadvantage by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.

5.0 General Conditions/DBE Calculations

CCRTA will use the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. CCRTA will make its certification decision based on the facts as a whole.

As a partner in the TX UCP, CCRTA can provide, upon request, a directory of TX UCP DBE firms. The directory will also be available electronically at http://www.ccrta.org/news-opportunities/dbe-certifications/

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

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

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

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

5.4 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the
5.5 When a DBE performs as a participant in a joint venture, CCRTA counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

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

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

5.6.2 A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, CCRTA must examine similar transactions particularly those in which DBEs do not participate.

5.6.3 If a DBE firm acting as a Contractor and/or as a subcontractor under this contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, CCRTA must presume that it is not performing a commercially useful function.

5.6.4 CCRTA used the following factors in determining whether a DBE trucking company is performing a commercially useful function:

5.6.4.1 The DBE must be responsible for the management and supervision of the entire trucking operation for which it is.
responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;

5.6.4.2 The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;

5.6.4.3 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;

5.6.4.4 The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;

5.6.4.5 The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and

5.6.4.6 For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5.7 If a DBE is presumed not to be performing a commercially useful function a provided in these requirements, the DBE may present evidence to rebut this presumption. CCRTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
5.8 CCRTA’s decision on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to the United States Department of Transportation.

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

5.9.1 If the materials or supplies are obtained from a DBE manufacturer, CCRTA counts 100% of the cost of the materials or supplies toward DBE goals;

5.9.2 For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;

5.9.3 If materials or supplies are purchased from a DBE regular dealer, CCRTA counts 60% of the materials or supplies toward DBE goals;

5.9.4 For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

5.9.4.1 To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;

5.9.4.2 A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer’s own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;

5.9.4.3 Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;
5.9.4.4 With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, CCRTA counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided CCRTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. CCRTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;

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

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

6.0 GOOD FAITH EFFORTS

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

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

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

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

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

6.4 Negotiating in Good Faith with interested DBEs

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

6.4.1.1 the names, addresses, and telephone numbers of DBEs that
were considered

6.4.1.2 a description of the information provided regarding the plans
and specifications for the work selected for subcontracting

6.4.1.3 evidence as to why additional agreements could not be
reached for DBEs to perform the work.

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

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

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

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

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

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

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

7.0 RECONSIDERATION

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

Chief Executive Officer
CCRTA
602 N. Staples
Corpus Christi, TX 78401
The Reconsideration Official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

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

8.0 DOCUMENTATION REQUIREMENTS

8.1 Documentation of Subcontractors and Subcontractor Agreements after Contract Award

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

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

8.2 Documentation of Payments Made to DBE Firms

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

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

8.3 CCRTA may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein.
CCRTA may require verification of any commitment represented to us in connection with the Contractor’s use of DBE businesses in the performance of this contract. CCRTA reserves the right to review the certified payrolls for the Contractor and all contractors working on this contract.

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

### 8.4 Substitution of Termination of DBE Firms

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

**Good Cause includes the following circumstances:**

- **8.4.1** The listed DBE subcontractor fails or refuses to execute a written contract;

- **8.4.2** The listed DBE subcontractor fails or refuses to perform work of its subcontractor in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

- **8.4.3** The listed DBE subcontractor fails or refuses to meet the Contractor’s reasonable, non-discriminatory bond requirements;

- **8.4.4** The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

- **8.4.5** The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;

- **8.4.6** CCRTA’s DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;

- **8.4.7** The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8.4.8 The listed DBE is ineligible to receive DBE credit for the type of work required;

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

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

8.4.10.1 The Contractor seeks to terminate DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or

8.4.10.2 So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

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

In the situation where the DBE’s work scope has been modified by CCRTA, the Contractor must immediately notify CCRTA’s Project Manager and CCRTA’s DBE Liaison Officer to discuss a revised “Commitment to DBE Participation”.

These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

8.5 Inspection and Records

8.5.1 CCRTA may, with or without notice, periodically conduct on-site visits of any contract performance site or the place of business of any Contractor or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in CCRTA’s contracts. The DBE department may be assisted by other CCRTA staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.
8.5.2 CCRTA may require verification of any commitment represented to us in connection with the Contractor’s use of DBE businesses in the performance of this contract.

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

8.6 Change Orders

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

8.7 Non-Compliance and Sanctions

8.7.1 Determination of Non-Compliance

8.7.1.1 It will be the responsibility of CCRTA’s DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.

8.7.1.2 Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements.

8.7.1.3 If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, CCRTA will notify the Contractor of the deficiencies. Following notification, the Contractor shall have 60 days to cure the deficiencies. If the deficiencies are not cured, CCRTA shall make a determination of non-compliance and recommend the imposition of sanctions.
8.7.2 Sanctions for Non-Compliance

8.7.2.1 Sanctions for non-compliance may include, but are not limited to the following:

8.7.2.1.1 Withholding of payments under the contract;
8.7.2.1.2 Recommendation not to exercise contract renewal option, if any;
8.7.2.1.3 Termination of the contract
8.7.2.1.4 Debarment from future business with CCRTA
CERTIFICATION FORMS
Please fill out and sign the following forms and return with your signed proposal.

Do **NOT** Alter Any Forms.
Doing so will deem your proposal as non-responsive.

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

Reminders:

- Acknowledge any addendums issued on the bottom of (Appendix C) Certification and Statement of Qualifications form.

- Include your firm’s DUNS number on the bottom of (Appendix C) Certification and Statement of Qualifications form. Be sure that your firm is registered with the System of Award Management “SAM” and visit SAM.gov to ensure that your firm’s status is active with no exclusions before submitting your proposal.
APPENDIX A

PRICE SCHEDULE

RFP No.: 2018-FS-05

PROPOSER: ______________________

INSTRUCTIONS:

(1) Refer to "Special Instructions" before completing Price Schedule and quote your best price.
(2) **Submit in a separately sealed envelope one (1) signed original of this Price Schedule** to the CCRTA, Attn: Procurement Department at 602 N. Staples St, Corpus Christi, TX 78401. On the outside of your sealed proposal include your Firm’s name and address in the top left corner and the information as noted in “Instructions to Proposers”, Section 5.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Digital Video Technology</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>46” Outdoor All In One Outdoor Commercial Grade Monitors with Audio Solutions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Outdoor Commercial Grade Mounting Hardware</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Outdoor Kiosk Mount with Hardware (Match Display Frame Color)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Media Players</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>Ruggedized Compact Cell Modems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Software &amp; Programming</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td>Digital Video Technology</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------------------</td>
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</tr>
<tr>
<td>1</td>
<td>On-Site Installation And Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Electric Installation At Transfer Stations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2 year Extended Warranty on Display Monitors (3 Year MFG with 2 year extended)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**


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

RFP No. 2018-FP-05
Digital Signage/Content Management Software (CMS) Solution
For Transfer Stations
Page 58 of 86
APPENDIX C

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

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

Signature: ____________________________________________________________

Printed Name: _________________________________________________________

Title: ___________________________ Date: ___________________________

Firm Name: ____________________________________________________________

Business Address: _____________________________________________________

Street, City, State and Zip

Telephone: Office: _____________________ Fax: _________________________

Email Address: _______________________________________________________

Firm Owner: ___________________________ Firm CEO: _____________________

Taxpayer Identification Number: _______________________________________

Number of years in contracting business under present name: ______________

Type of work performed by your company: ________________________________

Have you ever failed to complete any work awarded to you? ______________

Have you ever defaulted on a Contract? _________________________________

Taxpayer ID#: ____________________ Date Organized: ___________________

Date Incorporated: ___________________

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

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

---

ADDENDA ACKNOWLEDGMENT

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

-------------------------------------------------------------------------

RFP No. 2018-FP-05
Digital Signage/Content Management Software (CMS) Solution
For Transfer Stations
Page 60 of 86
(Required) A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at http://fedgov.dnb.com/webform).
APPENDIX D

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: _____________________________________________________________

STREET: ___________________________ CITY: __________________ ZIP: ______


DISCLOSURE QUESTIONS

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

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

   NAME ________________________________________________________
   JOB TITLE AND DEPARTMENT (IF KNOWN) __________________________

   ________________________________________________________
   ________________________________________________________

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

   NAME ________________________________________________________
   TITLE _________________________________________________________

   ________________________________________________________
   ________________________________________________________

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

   NAME ________________________________________________________
   BOARD, COMMISSION OR COMMITTEE _____________________________

   ________________________________________________________
   ________________________________________________________

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

   ________________________________________________________
   ________________________________________________________
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

Buy America Certificate

Certification required for procurement of steel, iron, or manufactured products (required for contracts over $100,000).

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: __________________________________________

Signature: _______________________________________

Printed Name: ____________________________________

Title: ___________________________________________

Company Name: __________________________________

or

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS

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

Date: __________________________________________

Signature: _______________________________________

Printed Name: ____________________________________

Title: ___________________________________________

Company Name: __________________________________
APPENDIX F

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

I, ________________________, _______________________, hereby certify on behalf of the
(Name) (Title)
the ____________________________, that:
(Company Name)

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to
any person for influencing or attempting to influence an officer or employee of any Federal agency,
a Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress, regarding the award of Federal assistance, or the extension, continuation, renewal,
amendment, or modification of any Federal assistance agreement, contract, grant, loan, or
cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for
influencing or attempting to influence an officer or employee of any Federal agency, a Member of
Congress, an officer or employee of Congress, or an employee of a Member of Congress in
connection with any application for Federal assistance, federal contract, grant, loan, or cooperative
agreement, the undersigned shall complete and submit Standard Form-LLL: “Disclosure of Form to
Report Lobbying,” including information required by the instructions accompanying the form,
which form may be amended to omit such information as authorized by 49 CFR Part 20.110.

(3) The undersigned shall require that the language of this certification be included in the award
documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under
grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose
accordingly.

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

Executed this ________ day of __________________, 2017.

Signed: ________________________________

Printed Name: ________________________________
Company Name: ______________________________________
APPENDIX G

DBE Schedule A Checklist

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

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

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

INSTRUCTIONS FOR NET DBE CREDIT

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

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

If the materials or supplies are purchased from a DBE regular dealer, **count 60%** of the cost of the materials or supplies toward DBE goals.
A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

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

NAME OF CONTRACTOR: (1) ________________________________

NAME OF PROJECT: (2) ________________________________

PHONE #: (3) ________________________________

EMAIL: (4) ________________________________

IFB/RFP NUMBER: (5) ________________________________

TOTAL ESTIMATED CONTRACT AMOUNT: (6) $_______________________

PROJECTED BEGINNING/ENDING DATES OF WORK: (7) ______________

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

(8) ________________ and duly authorized representative of

(Title of Affiant)

(9) ________________________________ and that I have personally reviewed the

{Name of Contractor}

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

<table>
<thead>
<tr>
<th>NAME OF DBE SUBCONTRACTOR (10)</th>
<th>SCOPE OF WORK TO BE PERFORMED (11)</th>
<th>NET DBE CREDIT (12)</th>
<th>AGREED SUBCONTRACT PRICE (13)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**NOTE:** PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

*ONLY 60% OF AGREED SUBCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES. LIST ONLY CERTIFIED DBE OWNED & CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.

TOTAL NET DBE CREDIT (14) $  
TOTAL DBE CONTRACT AMOUNT (15) $

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

RFP No. 2018-FP-05
Digital Signage/Content Management Software (CMS) Solution
For Transfer Stations
Page 69 of 86
The Contractor will enter into written agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within 30 calendar days after receipt of the contract executed by CCRTA. In the event the Contractor cannot meet said 30-day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreements will be completed.

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

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

____________________________________________
Name of Contractor’s Affiant – Print

____________________________________________
Signature

____________________________________________
Title of Affiant

____________________________________________
Date
**DBE Schedule B Checklist**

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

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

**Subcontracting Levels**

- 14. % _____ of the dollar amount of the DBE’s Subcontract will be sublet to DBE* Contractors.
- 15. % _____ of the dollar amount of the DBE’s Subcontract will be sublet to non-DBE* Contractors.

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

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

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

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

- 20. Completed Schedule C must be attached
Note: This Checklist serves solely as a reference guide to assist the Bidder in adequately submitting all required documents
SCHEDULE B
CONFIRMATION OF PROPOSED DBE PARTICIPATION

IFB/RFP NUMBER: (1) __________________________________________

NAME OF PROJECT: (2) __________________________________________

FROM: (3) _____________________________________________________
(Name of DBE firm)

TO: (4) _____________________________________________________ and CCRTA
 (Name of Contractor)

 (5) ______________________________________________________
 (Address of DBE Firm)

 (6) ______________________________________________________
 (Phone Number of Authorized Agent of DBE firm)

 (7) ______________________________________________________
 (Email Address of Authorized Agent of DBE firm)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the TX UCP
dated, (8) ___________________________ (if proposing to perform as a DBE/non-DBE Joint Venture,
the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and
joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following
described goods in connection with the above named project/contract:

Description/Type of Work (In Detail) (9)
Quantity (If Applicable) (10)
Dollar Amount of DBE Contract (11)

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

RFP No. 2018-FP-05
Digital Signage/Content Management Software (CMS) Solution
For Transfer Stations
Page 73 of 86
TOTAL VALUE $____________________ (12)

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

SCHEDULE B
AFFIDAVIT OF DBE SUBCONTRACTOR

Subcontracting Levels

(14)  %__________ of the dollar amount of the DBE’s subcontract will be subcontracted to **DBE Subcontractors**

(15)  %__________ of the dollar amount of the DBE’s subcontract will be subcontracted to **non-DBE Subcontractors**

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

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

**NOTICE:** Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction of a third degree felony, and a penalty of one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements. Any willful falsification of fraudulent statement also may result in debarment from participation in any future federally-assisted contracts.
The undersigned will enter into a written agreement for the above work with the Contractor conditioned upon its execution of a contract with CCRTA, and will do so within 30 calendar
days of receipt of a signed contract from CCRTA.

(17) __________________________________________________________

Print – Name and Title

(18) __________________________________________________________

Signature of Owner, President or Authorized Agent of DBE

(19) __________________________________________________________

Date

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

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

Pursuant to 49 CFR §26.27, CCRTA encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.
SCHEDULE C
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

I. Name of joint venture:

___________________________________________________________
Address of joint venture

___________________________________________
Street City State Zip code

Phone Number (Joint venture): (_________) _______________________

II. Identify each non-DBE venture:

___________________________________________________________
Name of Firm

___________________________________________
Address

___________________________________________
Street City State Zip code

Phone Number: (_________) _______________________

DBE Contact Person: __________________________

III. Identify each DBE Venture:

___________________________________________________________
Name of Firm

___________________________________________
Street City State Zip code

Phone Number: (_________) _______________________

DBE Contact Person: __________________________
IV. Describe the role(s) of the DBE venture(s) in the joint venture:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

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

VI. Attach a copy of the current TX UCP Letter of Certification for each DBE joint venture.

VII. Ownership of the Joint Venture:

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

DBE ownership percentage: ____________________________

Non-DBE ownership percentage: _______________________

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

1. Sharing of profit and loss: __________________________

2. Capital contributions:

   (a) Dollar amount of initial contribution: $_______________

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

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

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

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

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

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

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

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

A. Joint venture check signing:

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

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

__________________________________________________________________

__________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

D. Acquisition of lines of credit:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
POLICY STATEMENT

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

APPLICABILITY

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

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

IMPLEMENTATION

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

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

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

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

POLICY REVIEW

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

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

Adopted July 6, 2011

Signed by: ______________________ Company: __________________________

Position: __________________________

Date: __________________________
APPENDIX I

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

1. Company: ________________________________
   Owner: ________________________________ Contact: ________________
   Address: ________________________________
   Telephone No.: ________________________________
   Email Address: ________________________________
   Project: ________________________________
   Date Completed: ______________________ Cost: ______________________

2. Company: ________________________________
   Owner: ________________________________ Contact: ________________
   Address: ________________________________
   Telephone No.: ________________________________
   Email Address: ________________________________
   Project: ________________________________
   Date Completed: ______________________ Cost: ______________________

3. Company: ________________________________
   Owner: ________________________________ Contact: ________________
   Address: ________________________________
   Telephone No.: ________________________________
   Email Address: ________________________________
   Project: ________________________________
   Date Completed: ______________________ Cost: ______________________

4. Company: ________________________________
   Owner: ________________________________ Contact: ________________
   Address: ________________________________
   Telephone No.: ________________________________
   Email Address: ________________________________
   Project: ________________________________
   Date Completed: ______________________ Cost: ______________________

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

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: ____

VENDOR: ________________

PROJECT: RFP No. 2018-FS-05

PAGE: ____ PARAGRAPH: ___ SUBJECT: ________________

Request:

__________________________________________

Signature

****************************************************************************************

FOR CCRTA USE

Approved: ________ Disapproved: ________ Clarification: ________

Response:

______________________________________________

Chief Executive Officer/Designee
## APPENDIX K

### PROPOSAL SUBMISSION CHECKLIST

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

<table>
<thead>
<tr>
<th>Proposal Documents Required</th>
<th>Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposals MUST BE submitted in the following format:</td>
<td></td>
</tr>
<tr>
<td>1. Cover Letter</td>
<td></td>
</tr>
<tr>
<td>2. Approach and Work Plan</td>
<td></td>
</tr>
<tr>
<td>3. Qualifications and References</td>
<td></td>
</tr>
<tr>
<td>4. Experience</td>
<td></td>
</tr>
<tr>
<td>5. Certification Forms Appendix B-J</td>
<td></td>
</tr>
<tr>
<td>6. Proposal Submission Checklist K</td>
<td></td>
</tr>
<tr>
<td>Proposals MUST include the following:</td>
<td></td>
</tr>
<tr>
<td>One Original Proposal</td>
<td></td>
</tr>
<tr>
<td>Five hard copies of Proposal</td>
<td></td>
</tr>
<tr>
<td>One Electronic copy on a USB Flash Drive</td>
<td></td>
</tr>
<tr>
<td><strong>1. Price Schedule (Appendix A) – 1 original sealed in a separate envelope</strong></td>
<td></td>
</tr>
<tr>
<td>NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.</td>
<td></td>
</tr>
<tr>
<td>- Price Schedule (Appendix A) Proposer must:</td>
<td></td>
</tr>
<tr>
<td>1. List the Proposer’s Name</td>
<td></td>
</tr>
<tr>
<td>2. Complete the Price Schedule</td>
<td></td>
</tr>
<tr>
<td>3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)</td>
<td></td>
</tr>
<tr>
<td><strong>2. Certification Form (Appendix B) – Sign, Print, Date and list Title</strong></td>
<td></td>
</tr>
<tr>
<td><strong>3. Certification and Statement of Qualifications (Appendix C)</strong></td>
<td></td>
</tr>
<tr>
<td>- Certification and Statement of Qualifications (Appendix C) Proposer must:</td>
<td></td>
</tr>
<tr>
<td>1. Sign</td>
<td></td>
</tr>
<tr>
<td>2. Print Name</td>
<td></td>
</tr>
<tr>
<td>3. Title and Date</td>
<td></td>
</tr>
<tr>
<td>4. Firm Name</td>
<td></td>
</tr>
<tr>
<td>5. Business address: Street, City, State and Zip</td>
<td></td>
</tr>
<tr>
<td>6. Office and fax telephone numbers</td>
<td></td>
</tr>
<tr>
<td>7. Email address</td>
<td></td>
</tr>
<tr>
<td>8. Firm owner and Firm CEO</td>
<td></td>
</tr>
<tr>
<td>9. Taxpayer Identification Number</td>
<td></td>
</tr>
<tr>
<td>10. Number of year in contracting business under present name</td>
<td></td>
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<td></td>
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<td>---</td>
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</tr>
<tr>
<td>11.</td>
<td>Type of work performed by your company</td>
</tr>
<tr>
<td>12.</td>
<td>Have you ever failed to complete any work awarded to you?</td>
</tr>
<tr>
<td>13.</td>
<td>Have you ever defaulted on a Contract?</td>
</tr>
<tr>
<td>14.</td>
<td>Taxpayer ID# and Date Organized</td>
</tr>
<tr>
<td>15.</td>
<td>Date Incorporated</td>
</tr>
<tr>
<td>16.</td>
<td>Is your firm considered a disadvantaged business enterprise (DBE)?</td>
</tr>
<tr>
<td>17.</td>
<td>If you answered yes to the DBE question, explain type.</td>
</tr>
<tr>
<td>18.</td>
<td>Addenda Acknowledgement – write in each addendum issued <em>(i.e. Addendum No. 1, 2, and 3)</em></td>
</tr>
<tr>
<td>19.</td>
<td>DUNS# - Insert your firm’s active DUNS#. You may check the status of your firm’s DUNS# at SAM.gov</td>
</tr>
</tbody>
</table>

### 4. Disclosure of Interest Certification (Appendix D)

- Disclosure of Interest Certification (Appendix D) the Proposer must:

1. Firm Name
2. Street, City, Zip
3. Identify your Firm by circling one of 1-4 or provide other in 5
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date

### 5. Buy America Certificate (Appendix E)

- Buy America Certificate (Appendix E) Bidder must complete either the compliance or non-compliance sections as follows

1. Date
2. Sign
3. Printed Name
4. Title
5. Company Name

### 6. Certification and Restrictions on Lobbying (Appendix F)

- Certification and Restrictions on Lobbying (Appendix F) Bidder must:

1. Name
2. Title
3. Company Name
4. Date
5. Sign
6. Printed Name
7. Company Name

### 7. DBE Participation Forms Schedules A-C (Appendix G)

- DBE Checklists are provide to assist with the completion of the forms.
- If you have any questions regarding these forms please contact Christina Perez, DBE Liaison Officer at 361-903-3461.

- DBE Participation Forms Schedules A-C (Appendix G) Bidder must:
  1. Enclose all DBE Forms Schedules A-C (Appendix G)

8. Accessibility Policy (Appendix E) – Sign, List Company, Position, and Date

9. References (Appendix F)
   - References (Appendix F) the Proposer must:
     1. List 4 similar projects which the firm has completed within the last five year.
     2. Provide a list of contracts that the firm currently has in process.

10. Request for Information Form (Appendix G) – include any RFIs in which your firm submitted.

11. Proposal Submission Checklist (Appendix H)
   - Proposal Submission Checklist (Appendix H) the Proposer must
     1. Use checklist to ensure all required documents are included in the proposal.
     2. Enclose this checklist with the proposal.