CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

602 N. Staples, Corpus Christi, Texas 78401 | p. 361-289-2712 | f. 361-903-3578 | www.ccrta.org

# REQUEST FOR PROPOSALS
# For
# WINDSTORM AND HAIL INSURANCE COVERAGE

**RFP NO.: 2018-I-06** **Date Issued: May 2, 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) Friday, June 8, 2018 for Windstorm and Hail Insurance Coverage.** This is a firm – price one (1) year service contract. 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), Wednesday, May 16, 2018 in the CCRTA Board Room on the second floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.** The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions PROPOSERS may have concerning this procurement.

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.

Requests for Information/Approved Equals will be due by 3:00 PM, Wednesday, May 23, 2018, with a response by Friday, May 25, 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; however, the CCRTA has determined that ZERO PERCENT (0%) DBE participation is required for this contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Christina Perez, DBE Liaison Officer, at (361) 289-2712.

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

- Request for Proposals,
- Instructions to Proposers,

- Special Instructions,
- Coverage Specifications,
- Standard Service Terms and Conditions,
- Proposal Response From (Appendix A), and
- Certification Forms.

- Exhibit A  Schedule of Coverage Specification
- Exhibit B Schedule of Loss Runs

**The following documents <u>must</u> 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,**
- Proposal Response Form (Appendix A), **(one (1) original in a separately <u>sealed</u> envelope**),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E),
- References (Appendix F), and
- Request for Information Form (Appendix G).

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.

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

- Copy of Current License,
- Agent's Errors and Omissions Coverage,

## 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-I-06 Windstorm and Hail Insurance Coverage**
**Proposal Due Date: Friday, June 8, 2018 by 3:00 PM**

**If hand delivery is preferred, please deliver to the CCRTA receptionist located on the third floor at the above location 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:

- **May 2, 2018 - RFP Issued**
  Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.

- **May 16, 2018 - Pre-Proposal Conference** at 3:00 pm (CST) at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. 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.

- **May 23, 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/Approved Equals. Request for Information/Approved Equals must be emailed to 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.

- **May 25, 2018 – CCRTA's Response to Request for Information Due**
  Responses will be posted as an addendum to the CCRTA's website at **www.ccrta.org/news-opportunities/business-with-us/.**

- **June 8, 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 – Wednesday, July 11, 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 contracts based upon the criteria set forth in the Request for Proposals. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.

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 board approval of an award. The protest shall state the name and address of the protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.

13. EQUAL OPPORTUNITY.

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

14. SINGLE PROPOSAL.

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

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

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

## SPECIAL INSTRUCTIONS

## 1.0 GENERAL

### 1.1 Introduction

The Corpus Christi Regional Transportation Authority (CCRTA) is requesting competitive proposals for windstorm and hail insurance coverage for the listed property and contents listed on Exhibit A. The CCRTA's current policy is set to expire on July 28, 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).

Proposer must also provide a copy of current license and Errors and Omissions Certificate.

### 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 H)

### 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:

| | |
|---|---|
| Approach and Work Plan | 20 pts |
| Qualifications and References | 25 pts |
| Experience | 25 pts |
| Price | 30 pts |
| Total | 100 pts |

**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

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

**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.

## COVERAGE SPECIFICATIONS

### 1.0 DESCRIPTION

The Corpus Christi Regional Transportation Authority (CCRTA) is requesting competitive proposals for windstorm and hail insurance for the listed property and contents listed on Exhibit A. The CCRTA's current policy is set to expire on July 28, 2018.

### 2.0 PROPERTY and CONTENTS

**2.1** **Property covered**: See Attached Exhibit A.

**2.2** Coverage on buildings, contents, business income, and auxiliary structures at all locations including on-site improvements.

**2.3** Basis of Recovery: Full Replacement Cost.

**2.4** Deductibles (Per Occurrence):

Option 1: 1% of the Sum of the State Values for each building (Affected by Loss) identified in Exhibit A subject to $25,000 minimum per occurrence – Named Storm Wind/Hail
$25,000 Per Occurrence - All Other Wind/Hail Storms

Option 2: $50,000 Named Storm & $25,000 All Other Wind/Hail

Option 3: $25,000 (Named Storm & All Other Wind/Hail)

Option 4: $50,000 (Named Storm & All Other Wind/Hail)

Option 5: $100,000 (Named Storm & All Other Wind/Hail)

**2.5** Valuation Basis: Replacement Cost as respects Property Damage Actual Loss Sustained as respects Time Element

**2.6** One Year Rate Guarantee

### 3.0 LOSS RUNS

**3.1** See attached schedules of loss runs over the last three years. See Attached Exhibit B.

### 4.0 QUALIFICATIONS

**4.1** Carrier must be "A" rated.

## 4.2 AGENT

All agents submitting proposals for this insurance must meet the following minimum qualifications:

a. The agent or broker must be duly licensed to do business in the State of Texas.

b. The agency must have insurance for agent's errors and omissions with a limit of at least $1,000,000 per occurrence and $2,000,000 aggregate. **A certificate evidencing coverage <u>must</u> be included in the proposal.**

c. The agency must have been in business for at least five (5) years.

d. The agency must assign a minimum of one qualified account representative to service CCRTA. This representative should have several years of experience in commercial property/casualty insurance and / or hold an insurance designation. Please include the resumes of all proposed account representatives in the proposal.

## 5.0 TERMS AND CONDITIONS

**5.1** No flat cancellations.

**5.2** 90-day notice of cancellations, except 10 days for nonpayment of premium or material misstatement; subject to individual state requirements.

**5.3** Nonpayment of premium(s) is considered insured's request to cancel – requested cancellations are subject to short-rate calculations and severe penalties.

**5.4** Any additions and/or return premium(s) under $500 shall be waived by the underwriter.

**5.5** Percent deductibles are per occurrence, per building.

**5.6** Business income coverage is blanket across location.

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

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. 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.

6. 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.

7. 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.

8. AMENDMENTS

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

9. 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.

10. 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 under the Scope of Work of this solicitation. 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.

# 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 D) Certification and Statement of Qualifications form.
- Include your firm's DUNS number on the bottom of (Appendix D) 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.

**Proposal Response Form**
**Appendix A**

## I. General Information

Name of you company:_____

Address:_____

Primary Business:_____

Type of Company:
(Corp., Partnership, etc.):_____

Year started in business:_____

The Proposer, in compliance with the invitation for proposal on property/casualty coverage, having examined the specifications and being familiar with all conditions in the specifications, hereby proposes to provide the coverages in accordance with the proposal documents on the attached response sheets.

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by an employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

Having reviewed the specification, we have complied with all requirements and conditions except a not on proposal response forms in the section labeled "Deviations."

Signature:_____ Date:_____

Printed Name: _____ Title:_____

Proposers Company:_____

Address:_____ Phone:_____

Fax No.:_____ E-Mail:_____

## II. Property and Contents Coverage – Windstorm and Hail Insurance

### A. Property and Contents Coverage (see Exhibit A)

| Option | Description | Total |
|---|---|---|
| Option 1 | Deductible: 1% of the Sum of the Stated Values for each building (affected by loss) identified in the State of Values subject to $25,000 minimum per occurrence – Named Storm Wind/Hail<br><br>$25,000 per Occurrence – All Other Wind/Hail Storms | |
| Option 2 | $50,000 Named Storm & $25,000 All Other Wind/Hail | |
| Option 3 | $25,000 (Named Storm & All Other Wind/Hail) | |
| Option 4 | $50,000 (Named Storm & All Other Wind/Hail) | |
| Option 5 | $100,000 (Named Storm & All Other Wind/Hail) | |

***** BIDDERS must complete all information requested -- NO ITEMS MAY REMAIN BLANK (use N/A or other as necessary). *****

### B. Please answer these questions:

1. Is this proposal providing windstorm and hail? Yes____ No ____

2. Is there a co-insurance clause applicable to property coverage? Yes____ No ____

3. Is the basis of recovery replacement cost new, both on building and contents? Yes____ No ____

4. Is newly acquired or constructed property covered? Yes___ No____
   Limit: _____

5. Does the policy include demolition cost? Yes___ No___
Limit: _____

6. Does the proposal include a debris removal clause? Yes___ No____
Limit: _____

III. **Please answer the following questions (Insurance Agency Questionnaire)**

A. Who will have primary responsibility for CCRTA's account?_____

1. Number of years in the insurance business:_____
2. Insurance background:_____
3. Educational background: _____
4. Number of other public entities serviced:_____

B. Who will be the backup person for CCRTA's account?_____

1. Number of years in the insurance business:_____
2. Insurance background:_____
3. Educational background:_____
4. Number of other public entities serviced:_____

C. How many Texas Municipalities, Public Entities or Government Agencies does your agency (this office, if a national broker) provide coverage on behalf of:

_____

D. How many Texas Municipalities, Public Entities or Government Agencies do you provide windstorm coverage to:

_____

E. What is your (this office, if a national broker) estimated premium volume with Texas Municipalities, Public Entities or Government Agencies:

_____

F. What is your estimated premium volume for windstorm insurance with other Texas Metro Systems:

_____

G. Has your agency been licensed to conduct fire/casualty insurance in Texas for the past five years?

_____

H. Has your agency produced a minimum annual gross fire and casualty premiums income of at least $1,000,000 average for each of the past three years?

_____

I. The CCRTA will expect an annual summary of premium and losses by coverage.

_____

J. Please attach a copy of the following documents:

1. A copy of the current license.
2. The agency must have insurance for agent's errors and omissions with a limit of at least $1,000,000 per occurrence and $2,000,000 aggregate.

K. Please list services that you provide to assist with the placement of TWIA coverage:

_____

# 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 pecuniary benefited directly or indirectly in this Contract,

**(5)** **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

**(6)** **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4

**(7)** **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)

**(8)** **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)

**(9)** **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)

**(10)** **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations

**(11)** **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)

**(12)** **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

**(13)** **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**(14)** **Performance Record:** Is able to provide a satisfactory current and past performance record.

| | |
|---|---|
| _____ | _____ |
| Signature | Printed Name |
| _____ | _____ |
| Title | Date |

## APPENDIX C
### CERTIFICATION AND STATEMENT OF QUALIFICATIONS

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

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Firm Name: _____

Business Address: _____
Street, City, State and Zip

Telephone: Office: _____ Fax: _____

Email Address: _____

Firm Owner: _____ Firm CEO: _____

Taxpayer Identification Number: _____

Number of years in contracting business under present name: _____

Type of work performed by your company: _____

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

Have you ever defaulted on a Contract? _____

Taxpayer ID#: _____ Date Organized: _____

Date Incorporated: _____

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

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

**ADDENDA ACKNOWLEDGMENT**

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

_____

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

**APPENDIX D**

**DISCLOSURE OF INTERESTS CERTIFICATION**

FIRM NAME: _____

STREET: _____CITY:_____ZIP:_____

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

**DISCLOSURE QUESTIONS**

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

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

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

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

| NAME | TITLE |
|---|---|
| _____ | _____ |
| _____ | _____ |

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

| NAME | BOARD, COMMISSION OR COMMITTEE |
|---|---|
| _____ | _____ |
| _____ | _____ |

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

| NAME | CONSULTANT |
| --- | --- |
| _____ | _____ |
| _____ | _____ |

## CERTIFICATE

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

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____

**APPENDIX E**

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

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

# ACCESSIBILITY POLICY

## POLICY STATEMENT

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

## APPLICABILITY

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

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

## IMPLEMENTATION

Effective implementation of the Accessibility Policy statement begins with the establishment of a

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

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

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

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

**POLICY REVIEW**

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

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

Adopted July 6, 2011

Signed by: _____ Company: _____

Position: _____ Date: _____

## APPENDIX F

**REFERENCES:** The Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years that satisfactorily met the client's specifications.

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 G**

**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-I-06

PAGE: ____ PARAGRAPH: ___ SUBJECT: ___

Request:

_____
Signature

**********

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

_____
Chief Executive Officer/Designee

## APPENDIX H

## PROPOSAL SUBMISSION CHECKLIST

This checklist is a tool to assist Proposers in including all required documents which must be submitted in the Proposer's proposal package.

| Proposal Documents Required | Check |
|---|---|
| **Proposals MUST BE submitted in the following format:** | |
| 1. Proposal Response Form (Appendix A) | |
| 2. Cover Letter | |
| 3. Approach and Work Plan | |
| 4. Qualifications and References | |
| 5. Experience | |
| 6. Certification Form (Appendix B) | |
| 7. Certification and Statement of Qualifications (Appendix C) | |
| 8. Disclosure of Interest Certification (Appendix D) | |
| 9. Accessibility Policy (Appendix E) | |
| 10. References (Appendix F) | |
| 11. Request for Information (Appendix G) | |
| 12. Proposal Submission Checklist (Appendix H) | |
| **The following must be submitted prior to award if not submitted with Proposer's proposal:** | |
| 1. Copy of Current License | |
| 2. Agent's Errors and Omissions Coverage | |
| **Proposals MUST include the following:** | |
| 1. One Original Proposal | |
| 2. Five hard copies of Proposal | |
| 3. One Electronic copy on a USB Flash Drive | |
| | |
| **1. Proposal Response Form (Appendix A) – 1 original sealed in a separate envelope**<br><br>NO OTHER COPIES ARE TO BE SUBMITED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL. | |
| - Proposal Response Form (Appendix A)<br>Proposer must: | |
| I. General Information: | |
| 1. List the Proposer's Name, Address, Primary Business, Type of Company, and Year started in business | |
| 2. Sign, Print, Date, Title, Proposers Company, Address, Phone, Fax No., and Email | |
| II. Property & Contents Coverage – Windstorm & Hail Insurance: | |
| 3. A. Complete the Price Schedule – Property & Contents Coverage | |
| 4. B. Answer questions | |
| III. Insurance Agency Questionnaire | |
| 5. Answer Questions | |
| | |

| | |
|---|---|
| **2.** Cover Letter – must be submitted | |
| | |
| **3.** Approach and Work Plan – must be submitted | |
| | |
| **4.** Qualifications and References - must be submitted | |
| | |
| **5.** Experience – must be submitted | |
| | |
| **6.** Copy of Current License | |
| | |
| **7.** Agent's Errors and Omissions Coverage | |
| | |
| **8. Certification Form (Appendix B)** – Sign, Print, Date and list Title | |
| | |
| **9. Certification and Statement of Qualifications (Appendix C)** | |
| - Certification and Statement of Qualifications (Appendix C) Proposer must: | |
| 1. Sign | |
| 2. Print Name | |
| 3. Title and Date | |
| 4. Firm Name | |
| 5. Business address: Street, City, State and Zip | |
| 6. Office and fax telephone numbers | |
| 7. Email address | |
| 8. Firm owner and Firm CEO | |
| 9. Taxpayer Identification Number | |
| 10. Number of year in contracting business under present name | |
| 11. Type of work performed by your company | |
| 12. Have you ever failed to complete any work awarded to you? | |
| 13. Have you ever defaulted on a Contract? | |
| 14. Taxpayer ID# and Date Organized | |
| 15. Date Incorporated | |
| 16. Is your firm considered a disadvantaged business enterprise (DBE)? | |
| 17. If you answered yes to the DBE question, explain type. | |
| 18. Addenda Acknowledgement – write in each addendum issued *(i.e. Addendum No. 1, 2, and 3)* | |
| 19. DUNS# - Insert your firm's active DUNS#. You may check the | |

| | |
|---|---|
| status of your firm's DUNS# at SAM.gov | |
| | |
| **10. 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 | |
| | |
| **11. Accessibility Policy (Appendix E)** | |
| - Accessibility Policy (Appendix E) the Proposer must: | |
| 1. Sign, Position, Company and Date. | |
| | |
| **12. References (Appendix F)** | |
| - References (Appendix **F**) the Proposer must: | |
| 1. List 4 similar projects which he/she has completed within the last five years. | |
| 2. Provide a list of contracts that the firm currently has in process. | |
| | |
| **13. Request for Information Form (Appendix G)** – include any RFIs in which your firm submitted. | |
| | |
| **14. Proposal Submission Checklist (Appendix H)** | |
| - Proposal Submission Checklist (Appendix H) the Proposer should: | |
| 1. Use checklist to ensure all required documents are included in the proposal. | |
| 2. Enclose this checklist with the proposal. | |

# EXHIBIT A

# SCHEDULE OF COVERAGE SPECIFICATION

Corpus Christi Regional Transportation Authority
2018-2019

## CCRTA Assets to be Covered for Windstorm & Hail

| Item No. | Street Address | City | State Code | Zip | ISO Construction | Construction Description | Building Description | Year Built | Real Property Value | Personal Property Value | Business Income | Total TIV | Square Footage | ISO Protection Class |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 5658 Bear Ln | Corpus Christi | TX | 78405 | 3 | NC | Maintenance Building/Tire Shop/Bus Lifts | 1996 | $4,004,134 | $1,000,000 | | $5,004,134 | 45,634 | 3 |
| 2 | 5657D G Bear Ln | Corpus Christi | TX | 78405 | 4 | MNC | Wash Rack/Bus Lift | 1996 | $261,529 | $200,000 | | $461,529 | 2,320 | 3 |
| 3 | 5658 E Bear Ln | Corpus Christi | TX | 78405 | 3 | NC | Fueling Island Canopy & 12 Pumps | 1993 | $356,299 | $990,777 | | $1,347,076 | 7,752 | 3 |
| 4 | 5314 McArdle Rd | Corpus Christi | TX | 78411 | 4 | MNC | Southside Station Storage/Restroom | 2003 | $117,866 | $200,000 | | $317,866 | 350 | 3 |
| 5 | 5314 McArdle Rd | Corpus Christi | TX | 78411 | 4 | MNC | Southside Station Shelter A | 2003 | $343,643 | | | $343,643 | 2,604 | 3 |
| 6 | 5314 McArdle Rd | Corpus Christi | TX | 78411 | 4 | MNC | Southside Station Shelter B | 2003 | $343,643 | | | $343,643 | 2,604 | 3 |
| 7 | 5658 Bear Ln | Corpus Christi | TX | 78405 | 3 | NC | CNG Fueling Station Bldg (includes Tanks & Equip) | 2012 | $2,468,722 | | | $2,468,722 | 2,812 | 3 |
| 8 | 5658 Bear Ln | Corpus Christi | TX | 78405 | 4 | MNC | Switch Gear & Electrical Bldg w/installed Equip | 2012 | $518,500 | | | $518,500 | 50 | 3 |
| 9 | 401 Avenue A | Corpus Christi | TX | 78404 | 2 | JM | Robstown Transfer Station | 2015 | $700,000 | $25,000 | | $725,000 | 608 | 3 |
| 10 | 5658 Bear Ln | Corpus Christi | TX | 78405 | 4 | MNC | Operations Facility | 2002 | $4,363,373 | $1,500,000 | | $5,863,373 | 25,236 | 3 |
| 11 | 602 B N Staples | Corpus Christi | TX | 78404 | 2 | JM | Staples Street Transfer Station | 2016 | $1,606,304 | $190,000 | | $1,796,304 | | 3 |
| 12 | 602A N Staples Street | Corpus Christi | TX | 78404 | 4 | MNC | Staples Street Center | 2016 | $29,232,152 | $1,051,000 | | $30,283,152 | 79,254 | 3 |
| 13 | 5658 Bear Ln | Corpus Christi | TX | 78405 | | | Generator | | $205,000 | | | $205,000 | | 3 |
| 14 | 4311 Ayers St | Corpus Christi | TX | 78405 | 2 | JM | Port/Ayers Station - Shelter #1 | 1995 | $517,117 | $20,000 | | $537,117 | 15,000 | 3 |
| 15 | 4311C Ayers St | Corpus Christi | TX | 78405 | 2 | JM | Port/Ayers Station - Shelter #2 | 1995 | $517,117 | $20,000 | | $537,117 | 15,000 | 3 |
| 16 | 4311D Ayers St | Corpus Christi | TX | 78405 | 2 | JM | Port/Ayers Station - Arch | 1995 | $39,858 | $13,666 | | $53,524 | 182 | 3 |
| 17 | Islander Way | Corpus Christi | TX | 78411 | 2 | JM | TX A&M Bus Stop Shelter (2) | 2015 | $275,767 | $10,000 | | $285,767 | 432 | 3 |
| | | Corpus Christi | TX | | | | Business Interruption | | | | $250,000 | $250,000 | | 3 |
| | | | | | | | | | | | | | | |
| | | | | | | | | **TOTAL** | **$45,871,024** | **$5,220,443** | **$250,000** | **$51,341,467** | | |

# EXHIBIT B

# SCHEDULE OF LOSS RUNS

# Ad Hoc Claims Loss Run - UW

| Policy Number | Policy Effective Date | Policy Expiration Date | Claim Number | Loss Date | Status Type | Transaction Amount |
|---|---|---|---|---|---|---|
| 26297310 | 5/28/2009 | 5/28/2010 | No Reported Losses | | | $0.00 |
| 26297311 | 5/28/2010 | 5/28/2011 | No Reported Losses | | | $0.00 |
| 26297312 | 5/28/2011 | 5/28/2012 | No Reported Losses | | | $0.00 |
| 26297313 | 5/28/2012 | 5/28/2013 | No Reported Losses | | | $0.00 |
| 26297314 | 5/28/2013 | 5/28/2014 | No Reported Losses | | | $0.00 |