REQUEST FOR PROPOSALS
For
ON-BOARD MOBILE VIDEO SURVEILLANCE SYSTEM REPLACEMENT
FOR BUS FLEET

RFP NO.: 2019-FP-05

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 4, 2019 for On-Board Mobile Video Surveillance System Replacement for Bus Fleet. The CCRTA is requesting proposals from qualified firms with experience in providing and installing on-board mobile video surveillance systems on transit buses to replace existing video surveillance and recording systems on 26 units of the CCRTA’s bus fleet. Price quotes must be all inclusive and represent complete installation on all 26 units. The proposer will be responsible for all goods and services in accordance with the scope of services described herein.

It is anticipated that any supplies under the resulting contract from this solicitation may be funded by the Federal Transit Administration (FTA) 5307 fund and is contingent upon funding availability; therefore, all rules and regulations related to the funding source apply.

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), Monday, March 11, 2019 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) Monday, March 11, 2019.

Requests for Information will be due by 3:00 PM, Monday, March 18, 2019, with a response by Friday, March 22, 2019.

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 Annie Hinojosa, Director of Procurement, or Sherrié Clay, Procurement Administrator, at (361) 289-2712.
The CCRTA has a Disadvantaged Business Enterprise (DBE) program, and has determined that a ZERO PERCENT (0%) 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.

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

- Request for Proposals,
- Instructions to Proposers,
- Special Instructions,
- Scope of Work,
- Camera Placement Diagram (Exhibit I),
- Bus Schedule Installation (Exhibit II),
- Specifications,
- Current Equipment and Bus Schedule Removal (Exhibit III),
- Standard Service Terms and Conditions,
- Federal Supplemental Conditions (Materials & Supplies),
- Price Schedule (Appendix A),
- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H),
- References (Appendix I),
- Request for Information Form (Appendix J), and
- Proposal Submission Checklist (Appendix K).

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

- 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 F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H), and
- References (Appendix I).
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. 2019- FP-05 On-Board Mobile Video Surveillance System Replacement for Bus Fleet  
Proposal Due Date: Thursday, April 4, 2019 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 21, 2019 - RFP Issued**  

- **Monday, March 11, 2019 - 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.
• **Monday, March 18, 2019 - Request for Information Due**
  Written Requests for Information (Appendix J) 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, 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.

• **Friday, March 22, 2019 – 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/.

• **Thursday, April 4, 2019 - 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 8, 2019**
  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 protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.
13. **EQUAL OPPORTUNITY.**

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

14. **SINGLE PROPOSAL.**

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

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

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

15. **FORM 1295 “CERTIFICATE OF INTERESTED PARTIES”**

(Only to be submitted upon notification of recommendation for award.)

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

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

2. a person who acts as an intermediary and who actively participates in facilitating a contract or negotiating the contract with a governmental entity or state agency, including a broker, adviser, attorney or representative of or agent for the business entity who has a controlling interest or intermediary for the business entity.
Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at https://www.ethics.state.tx.us/legal/ch46.html.

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

1.0 GENERAL

1.1 Introduction

The CCRTA is requesting proposals from qualified firms with experience in providing and installing on-board mobile video surveillance systems on transit busses to replace existing video surveillance and recording system on 26 units of CCRTA's bus fleet. The project is to be completed six (6) weeks after an award has been made.

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 I.

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 I)

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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<td>Approach and Work Plan</td>
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<td>Qualifications and References</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 Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in this RFP will be considered.

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

3.2.3 Proposal Preparation

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

3.2.4 Proposal Withdrawal

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

The Corpus Christi Regional Transportation Authority (CCRTA) is seeking proposals from qualified firms with experience in providing and installing on-board mobile video surveillance systems on transit buses to replace existing video surveillance and recording systems on 26 units of the CCRTA’s bus fleet. The project shall be completed six (6) weeks after an award has been made.

2.0 TERMS AND DEFINITIONS

2.1 DVR – Digital Video Recorder, records analog cameras via coaxial cable
2.2 NVR – Network Video Recorder, records IP based cameras via Ethernet cables or Wirelessly (Wi-Fi).
2.3 On-premise(s) – the location at 5658 Bear Lane, Corpus Christi, Texas 78405
2.4 On-Board – located / installed on the vehicle.

3.0 REQUIREMENTS AND CONTRACTOR’S RESPONSIBILITIES

3.1 Provide and install a turn-key mobile IP based camera / video surveillance system (System) for 26 public transit buses to include but not limited to 8 to 11 cameras per bus, on-board video recorder, and the removal of an existing analog mobile video surveillance system.

3.2 Provide and install as part of the system 5 in 1 Exterior “Dome” style Antenna or Equivalent, color White.

3.3 Remove and safely dispose of current on-board video components. The CCRTA reserves the right to retain any of the removed components. All hard drives and electronic media are accounted for and turned over to the CCRTA for secure disposal.

3.4 Possess those licenses/permits required to perform required installations in the specified jurisdiction.

3.5 Be in business a minimum of five (5) years

3.6 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

3.7 The CCRTA will provide on-premises standard infrastructure hardware such as servers, workstations, routers, switches, and wireless access points that may be identified as part of the proposal. Proposer shall supply the specifications for these items as part of this proposal. Hosted services (off-premises), and all other
requirements and costs shall be included in the proposal and furnished by the provider, including but not limited to cameras, camera assemblies, and housing; wiring and cabling; NVR Video recorder; other hardware; local or cloud hosted software; client software; licensing; warranties; and training.

3.8 The CCRTA will provide a minimum on one (1) bus per day for removal and installation of the DVR equipment.

3.9 The CCRTA will also provide one (1) bay in the fleet maintenance building for the contractor.

3.10 Any Recurring costs shall be itemized and projected out for 3 year and a 5-year option.

3.11 All work shall be coordinated with the CCRTA’s IT Systems Administrator and/or their designee(s) daily as needed by the CCRTA.

3.12 All components and sub-components including but not limited to all hardware, cabling, hard drives, video recorders, NVR, Cameras, software, and licensing will have a minimum three (3) year warranty after acceptance to include all associated shipping costs.

3.13 The Proposer shall correct defects that may occur as the result of faulty workmanship within First year after installation and acceptance by the CCRTA, at no additional cost to the CCRTA. The Proposer shall promptly, at no cost to the CCRTA, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within 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 the CCRTA has recourse to any warranties of additional scope given by the Proposer to the CCRTA and all other remedies available at law or in equity. The Proposer’s warranties shall commence with acceptance of/or payment for the work in full.

3.14 The system shall include all necessary hardware and software for camera operation and recording without intervention.

3.15 The system shall include remote wireless video retrieval download scheduling as well as manual retrieval at the NVR.

3.16 The system shall provide an automated process for requesting and accessing videos.

3.17 System shall record high definition video at a resolution of 1280x960 or better, 10fps minimum.

3.18 The NVR shall retain recordings for a minimum of 30 days on the on-board video recorder.
3.19 System shall include an operator’s panic button to record video at a resolution of 1280x960 or better at 15fps minimum on the operator’s left console.

3.20 System shall provide video data in a manner consistent with the conveyance of video forensic evidence. Video must fairly and accurately represent what it depicts. It must be self-verifying providing a detailed enough picture of the scene for a witness to confirm that the area is accurately depicted.

3.21 System shall allow the user to record streaming video in an industry-standard format that can be viewed on a standard DVD player or other common computer media. Formats are to include H.264, video compression, mpeg-4.

3.22 System shall allow the user to capture still pictures in multiple formats.

3.23 System shall provide a date and time stamp option.

3.24 System shall continue recording 30 minutes after vehicle ignition is switch off.

3.25 Proposal shall include as an option, additional hardware, software, and licensing for the System to interface with the bus J1939 communication system to record, and display (synchronized with video playback), metadata including but not limited to LH Turn, RH Turn, brake pressure, and accelerator pedal position.

3.26 System shall record and playback with video, latitude, longitude, direction, speed, acceleration x, acceleration, and acceleration z.

3.27 The system shall operate a minimum of two (2) microphones. One microphone shall be mounted in the operator area, and the other microphone shall be mounted near the rear area.

3.28 The system shall include all-color cameras with IR illuminators, control system, and a recording storage device. The system shall have the capability of marking and saving an event as specified by the CCRTA. It shall have GPS daily time synchronization capability. The system module shall be located in the radio box.

3.29 The cameras shall be mounted to provide a clear view of the entire passenger compartment, and be protected to prevent tampering and vandalism. Outside cameras shall be securely installed and properly sealed to prevent water intrusion.

3.30 The system shall have a minimum 2.0 TB Hard Disk Drive with redundancy such as raid 1 or equivalent and a recording capacity of no less than 30 days. The system shall be programmable to automatically tag events, to include panic button activation or a hard deceleration/impact. The system shall include GPS, and 3-axis
accelerometer. Tagged events shall be stored, and available through both wireless download (Wi-Fi 802.11n) and manual retrieval of the NVR.

3.31 The vehicle shall be equipped with an HD (high-definition) NVR and eight (8) or eleven (11) HD (high-definition) cameras, according to the diagrams on Exhibit I and bus schedule on Exhibit II.

4.0 PRODUCT GUARANTEE AND WARRANTY

4.1 Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by the Camera Manufacture for three (3) 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 the CCRTA, at no additional cost to the CCRTA. The Proposer shall promptly, at no cost to the CCRTA, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within first year after completion of the project of which the work is a part. The period of The Proposer’s warranty (ies) for any items herein are not exclusive remedies, and the CCRTA has recourse to any warranties of additional scope given by The Proposer to the CCRTA and all other remedies available at law or in equity. The Proposer’s warranties shall commence with acceptance of/or payment for the work in full.

4.2 The Proposer must procure equipment or materials under the Contract. The Proposer shall obtain for the benefit of the CCRTA’s 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 the CCRTA any additional warranties offered by the manufacturers, at no additional costs to the CCRTA, 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 the CCRTA 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.

5.0 TRAINING

5.1 The Proposer shall submit a training plan that describes the procedures that will employ to adequately accomplish training related to the implementation and full utilization of the system.

5.2 The Proposer 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.

5.3 Training shall be provided to personnel designated by the CCRA 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:

5.3.1 Name and phone number of the person responsible for training for six months.

5.3.2 How to install or setup a computer as a viewing station.

5.3.3 How to operate the camera software in order to zoom, pan and focus.

5.3.4 How to record and retrieve data.

5.3.5 How to search and retrieve pre-recorded video information according to time stamps.

5.3.6 How to search and retrieve pre-recorded video from the server.

5.3.7 How to remove and reinstall the camera from the casing.

5.3.8 How to secure and remove the power source.
EXHIBIT I
CAMERA PLACEMENT DIAGRAM
EXHIBIT I
CAMERA PLACEMENT DIAGRAM

5FT Bus

35-40FT Bus

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EXHIBIT II
Bus Schedule Installation
## EXHIBIT II
### Bus Schedule Installation

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SPECIFICATIONS

1.0 Network Video Recorder (NVR) System Specifications are as follows:

1.1 The NVR shall have a digital video imaging processor capable of recording video images from up to 16 digital (IP) cameras at real time (30fps) and 1080P resolution.

1.2 The NVR shall support the ability to individually set the following from each IP camera connected to the recorder: frame rates, image resolution, and data stream bitrate.

1.3 The NVR shall be capable of increasing camera resolution, bitrate, and/or frame rate on an alarm event.

1.4 For the alarm events, the NVR shall be capable of marking a video clip with a configurable pre and post time period. This alarm video clip shall be protected until downloaded from the system or unprotected by an authorized video reviewer.

1.5 The NVR shall provide the ability to simultaneously record dual streams with independent resolution, frame rate, bit rate settings and audio transmission (if available).

1.6 The NVR shall be capable of recording an audio channel synchronized with all IP cameras. The audio shall be compressed using a G.711 codec.

1.7 The NVR shall be tested and found to meet or exceed the specified standards: SAE-J1455 for shock and vibration, EN50121 for Electromagnetic Compatibility, and FCC Class A, Subpart 15 standards when operating and connected to cameras.

1.8 The NVR shall be powered by a 12 or 24 VDC vehicle power supply and have an operational voltage range from 9 to 32 VDC. It shall be self-regulating and internally protected from power surges and spikes.

1.9 The NVR shall operate within the following environmental specifications: Operating temperature of -20°C - 55°C and Relative humidity of 10 - 95%.

1.10 The NVR chassis shall provide cooling to the system.

1.11 The system shall be no larger than 8.1" W x 4" H x 11.42" D.

1.12 Weight shall not exceed 15 pounds including media caddy.

1.13 The NVR shall store images on a lockable and removable media caddy.
1.14 Media caddy shall include dual 2.5" disk drives, support SSD and HDD technologies, and include storage options up to 4TB.

1.15 The NVR media caddy shall have a USB port for direct connection to a computer without the need for a docking station.

1.16 The NVR media caddy shall have shock and vibration dampening built-in.

1.17 The NVR shall have an accessible and dedicated service gigabit Ethernet port on the front of the device. This Ethernet port shall be behind a lockable cover or door to limit unauthorized access.

1.18 The NVR shall provide (12) user-configurable digital inputs, (2) user-configurable analog inputs, (2) user-configurable relay outputs that can be used to trigger events and alarms, and (3) analog video outputs.

1.19 The NVR shall have the following ports for data: (1) SD Card slot, (1) eSATA interface, and (1) USB port. These ports must be protected from access behind a lockable door.

1.20 The NVR shall incorporate a 3-axis accelerometer in its chassis that shall be capable of triggering alarm events when the G-force exceeds preset values.

1.21 The NVR shall have a LCD screen on the front that can display diagnostics information in plain text. Diagnostics information shall include, but not limited to: system status, HDD status, camera status, firmware version.

1.22 The NVR shall employ a browser-based interface for full system configuration of all parameters.

1.23 The NVR shall utilize configuration files to expedite the programming of the system and camera settings. The NVR shall be capable of loading and saving the system configuration file directly from the NVR through the USB port without the use of a computer. The NVR shall have firmware that can be upgraded for new functionality. The NVR firmware shall support upgrade directly from the NVR through the USB port.

2.0 **NVR System Connectivity Specifications are as follows:**

2.1 The NVR shall at a minimum support the defined J1939 network monitoring capabilities. The NVR shall communicate diagnostics information including: General fault, under/over temperature, under/over voltage, camera channel abnormal, and HDD fault. The NVR shall also be capable of receiving vehicle information over the J-1939 CAN-bus interface. Information shall include, but is not limited to: brake pedal position, accelerator position, turn signal status, bike rack status, and wheelchair ramp status.
2.2 The NVR can provide its current date, time, offset, and daylight time setting in response to a date-time query from the J1939 interface.

2.3 The NVR can be configured to set its time based on command from the J1939 interface.

2.4 The NVR shall have internal (to the chassis) an optional upgradeable, modular wireless communication card. This wireless card shall be compatible with 802.11 AC, AN, BGN transmission bands.

2.5 The NVR shall have a built-in GPS receiver. GPS hardware module shall be built in the main NVR assembly. GPS shall track vehicle location synchronized with the video and conform to NMEA standards. The NVR shall have the option to synchronize its time with a GPS device or a network time server (NTP).

3.0 IP Cameras Specifications are as follows:

3.1 All cameras shall have a minimum of 1.3 megapixels and support resolutions of: 1280x960, 1280x720, 704x480, 640x480, 352x240, and 320x240.

3.2 All cameras shall support bit rate settings between 64Kbps – 6Mbps.

3.3 All cameras shall support the following standards: ONVIF (Profile S), PSIA, and CGI.

3.4 All cameras shall be capable of being powered by both PoE (802.34af) and +12VDC.

3.5 All cameras shall be capable of three simultaneous H.264 output streams with independent resolution, frame rate, and bit rate settings.

3.6 All cameras shall support an analog NTSC video output for use analog devices such as monitors. The analog output resolution shall be a minimum of 520 TVL.

3.7 All cameras shall have image adjustment settings for: saturation, brightness, contrast, sharpness, exposure, and picture orientation (rotate, mirror).

3.8 All cameras shall be true day/night with an IR cut filter.

3.9 All cameras shall have IR illuminators and capture images @ 0 lux at 70 IRE in B/W with IR @ f1.2 (AGC on).

3.10 All cameras shall have 3-axis adjustment for positioning the field of view.

3.11 All cameras shall support Digital Wide Dynamic Range to compensate for changing lighting conditions.
3.12 All cameras shall have compliance to the following standards: FCC, CE, UL, and RoHS.

3.13 Internal cameras shall be available in the following lens sizes: 2.8mm, 4.0mm, 6.0mm, and 8.0mm.

3.14 Internal cameras shall have a built-in microphone.

3.15 Internal cameras shall have environmental ratings of IP66 and IK-7.

3.16 External cameras shall be available in the following lens sizes: 2.8mm and 4.0mm.

3.17 External cameras shall have environmental ratings of IP68 and IK-10.

3.18 External cameras shall have an internal heater to defog the camera lens.

4.0 Video Review Application Specifications are as follows:

4.1 Video review software shall provide basic functionality including but not limited to play forward, pause and play backwards, play with synchronized audio, move forward frame by frame, move backward frame, fast forward and reverse.

4.2 The software shall enable the user to save a series of individual images to disk/storage media.

4.3 The software shall support digitally scaling recorded video aspect ratio to fill the video display area or locking content to its original aspect ratio by user configuration.

4.4 The software shall allow time and date searches of recorded information.

4.5 The software shall permit incident location via time search by direct entry into a time/date field or via drag/drop of a time line bar.

4.6 The software shall support the following image save methods: single image frame to file, multiple frames between times to directory and video file to directory.

4.7 The player shall support and make visible GPS metadata.

4.8 The player shall support visual tracking of the vehicle on a map during video playback.

4.9 The software shall support writing saved video files to removable/writable media: USB, CD, DVD, and Network Location. Supports formats are to include H.264, video compression, mpeg-4.

4.10 Software shall be able to create a single .exe file that contains the player and evidence file. This file can be optionally password protected.
5.0 **Centralized Management Software Application Extension Specifications are as follows:**

5.1 The NVR shall provide facilities for seamless integration with the management system.

5.2 The centralized management software shall enable personnel to easily and remotely gather video evidence, monitor live situations, and configure and maintain a video surveillance system consisting of network video recorders and IP video cameras.

5.3 The system shall provide the ability to view live video from a networked device and all of its associated cameras from within the Software Manager GUI.

5.4 The Management system shall provide the ability to seamlessly manage access to partial data downloads on separate Servers for the user.

5.5 The Management software shall provide the ability to add, edit, and delete a case to track maintenance of devices on vehicles.

5.6 Automated update of recorder configuration, software, and firmware from a central network location.

5.7 The centralized management software shall provide the ability to compare a Reference Image versus the camera’s Current Image to see if the camera has been tampered with or altered in anyway.

5.8 The centralized management software system shall require entry of security credentials to log on and off the client and server management applications.

5.9 The NVR shall, upon connection to the local or extended wireless network, support depot management video functions as outlined in the centralized management software A&E Specification.

6.0 **Experience in Wireless Applications Specifications are as follows:**

6.1 The Proposer shall have at least (3) Wireless projects operational in North America. (Project defined as at least 50-100 vehicles (minimum) in a fleet sending and receiving commands and/or video information).

6.2 The Proposer shall have experience to lead the design and deployment of advanced integrated networks supporting high-capacity data downloads and low-latency data streams across a mix of Cellular, Wi-i, WiMAX and similar mesh technologies.

6.3 The Proposer shall be able to design and implement wired and wireless networks to support Mobile video uploads. These designs should be able to integrate into the following: existing customer domain networks, standalone extension, virtual and
physical server environments, and integrating management system into corporate Wi-Fi networks and group policies.

6.4 The Proposer shall have experience accommodating different physical deployment options including but not limited to: fuel lanes, indoor & outdoor vehicle locations, rail yards (light/heavy rail), and bus yards.

6.5 The Proposer shall have experience installing, integrating and troubleshooting simple and complex corporate network infrastructures.

6.6 The Proposer shall have experience transmitting live video over cellular and vehicle Wi-Fi hotspots.

6.7 Wi-Fi/GPS Antenna
5 in 1 Exterior Antenna, color White.
Integrated antenna to include:

- 2 x Wideband LTE/Cellular elements
- 2 x 2.4 4.9-6GHZ Wi-Fi/WIMAX elements
- 1 GPS
Exhibit III
Current Equipment and Bus Schedule Removal
### Exhibit III

#### Current Equipment and Bus Schedule Removal

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<th>Total # of Cameras</th>
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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 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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. 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

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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 and the Master Agreement. 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 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. 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:
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 Proposers, 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.
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.: 2019-FP-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 Corpus Christi RTA – Staples Street Center, 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>Products</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Complete Mobile NVR Video System with hard drive(s) and Wi-Fi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Power Adapter, Wiring and Connectors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Driver Panic Button</td>
<td></td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>Outdoor IP Cameras (4.0 mm)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>196</td>
<td>Indoor IP Cameras</td>
<td>(2.8 mm &amp; 4.0mm)</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Exterior 5 in 1 integrated Wi-Fi 802.11ac Wi-Fi,LTE GPS Antenna</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td>Products</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>26</td>
<td>Installation, removal, and Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Software and Licensing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Video System Total**

**ADD ALTERNATIVE 1**

**SPARES OPTION**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Product</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Complete Mobile NVR Video System with hard drive(s) and 802.11ac Wi-Fi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Outdoor IP Cameras</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Indoor IP Cameras</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SPARE OPTION TOTAL**
## ADD ALTERNATIVE 2

### J1939 INTERFACE OPTION

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Product</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>J1939 Interface</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2 Year Extended Warranty on Hardware</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**J1929 INTERFACE OPTION TOTAL**

---

**Signature**

**Printed Name**

**Title**

**Date**
APPENDIX B
CERTIFICATION FORM

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

(1) Proposal Validity Certification: If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;

(2) Non-Collusion Certification: Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor;

(3) Affirmative Action/DBE Certification: Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.

(4) Non-Conflict Certification: Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract;

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

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

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

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

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

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

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

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

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

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

________________________________________  __________________________
Signature                                           Printed Name

________________________________________  __________________________
Title                                               Date
APPENDIX C
CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned 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: ________

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”

   __________________________

   __________________________
CERTIFICATE

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

Certifying Person: ____________________________

Title: ____________________________

(Type or Print)

Signature of Certifying Person: ____________________________

Date: ____________
APPENDIX E
Sample Form 1295

### CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1. Name of business entity filing form, and the city, state and country of the business entity's place of business.

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4. Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable)
-------------------------------|---------------------------------|-------------------
|                                |                                 | Controlling       Intermediary

5. Check only if there is no Interested Party.

6. **UNSWORN DECLARATION**

My name is ____________________________, and my date of birth is _________________.

My address is ____________________________, located at ____________________________, (street)     (city)     (state)     (zip code)     (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ____________________________, County, State of ____________________________, on the ______ day of ______, 20___

___________________________
Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us
Revised 12/22/2017

---

RFP No. 2019-FP-05
On-Board Mobile Video Surveillance System Replacement
For Bus Fleet
Page 58 of 67
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 G

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: _______________________________
ACCESSIBILITY POLICY

POLICY STATEMENT

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

APPLICABILITY

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

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

IMPLEMENTATION

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

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

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

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

**POLICY REVIEW**

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

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

Adopted July 6, 2011

Signed by: _________________________  Company: _________________________

Position: _________________________

Date: ___________________________
APPENDIX I

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

1. Company: _____________________________________________
   Owner: __________________________ Contact: _________________
   Address: _______________________________________________
   Telephone No.: ___________________________________________
   Email Address: ___________________________________________
   Project: _________________________________________________
   Date Completed: ________________ Cost: ___________________

2. Company: _______________________________________________
   Owner: __________________________ Contact: _________________
   Address: _______________________________________________
   Telephone No.: ___________________________________________
   Email Address: ___________________________________________
   Project: _________________________________________________
   Date Completed: ________________ Cost: ___________________

3. Company: _______________________________________________
   Owner: __________________________ Contact: _________________
   Address: _______________________________________________
   Telephone No.: ___________________________________________
   Email Address: ___________________________________________
   Project: _________________________________________________
   Date Completed: ________________ Cost: ___________________

4. Company: _______________________________________________
   Owner: __________________________ Contact: _________________
   Address: _______________________________________________
   Telephone No.: ___________________________________________
   Email Address: ___________________________________________
   Project: _________________________________________________
   Date Completed: ________________ Cost: ___________________

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

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
APPENDIX J

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: ____

PROPOSER: ________________

PROJECT: RFP No. 2019- FP-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. Qualifications and References</td>
<td></td>
</tr>
<tr>
<td>3. Experience</td>
<td></td>
</tr>
<tr>
<td>4. Certification Forms:</td>
<td></td>
</tr>
<tr>
<td>4.1 Certification Form (Appendix B)</td>
<td></td>
</tr>
<tr>
<td>4.2 Certification and Statement of Qualifications (Appendix C)</td>
<td></td>
</tr>
<tr>
<td>4.3 Disclosure of Interests Certification (Appendix D)</td>
<td></td>
</tr>
<tr>
<td>4.4 Buy America (Appendix F)</td>
<td></td>
</tr>
<tr>
<td>4.5 Certification of Restrictions on Lobbying (Appendix G)</td>
<td></td>
</tr>
<tr>
<td>4.7 Accessibility Policy (Appendix H) and</td>
<td></td>
</tr>
<tr>
<td>4.8 References (Appendix I)</td>
<td></td>
</tr>
<tr>
<td>Proposed 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>Price Schedule (Appendix A) – 1 original sealed in a separate envelope</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>4.1 Certification Form (Appendix B) – Sign, Print, Date and list Title</td>
<td></td>
</tr>
<tr>
<td>4.2 Certification and Statement of Qualifications (Appendix C)</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>
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For Bus Fleet
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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

### 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

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

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

### Certification and Restrictions on Lobbying (Appendix G)
Certification and Restrictions on Lobbying (Appendix G) Bidder must:

1. Name
2. Title
3. Company Name
4. Date
<p>| | |</p>
<table>
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<tbody>
<tr>
<td>5.</td>
<td>Sign</td>
</tr>
<tr>
<td>6.</td>
<td>Printed Name</td>
</tr>
<tr>
<td>7.</td>
<td>Company Name</td>
</tr>
</tbody>
</table>

**4.6 Accessibility Policy (Appendix H) – Sign, List Company, Position, and Date**

**4.7 References (Appendix I)**

References (Appendix I) the Proposer must:

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>1.</td>
<td>List 4 similar projects which the firm has completed within the last five year.</td>
</tr>
<tr>
<td>2.</td>
<td>Provide a list of contracts that the firm currently has in process.</td>
</tr>
</tbody>
</table>