INVITATION FOR BID
For
BUS ENGINE SUPPLY

RFP NO.: 2020-FP-03 **Date Issued: February 26, 2020**

Bids 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) Wednesday, April 8, 2020 for Bus Engine Supply. The CCRTA is seeking engine replacements for Gillig 8.9 ISL Compress Natural Gas (CNG) power engines Low Floor transit buses. This is a one-year, firm-price supply contract with a one-year option. Bid prices shall be good for one hundred twenty (120) calendar days from the bid opening date. **Bids received after the deadline will not be accepted and will be returned to the Bidder unopened.**

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.

Bidders are encouraged to attend a pre-bid meeting scheduled for Wednesday, March 11, 2020 at 3:00 p.m. (CST) in the Board Room on the second floor at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions bidders may have concerning this procurement. **Although attendance is not mandatory, bidders are strongly encouraged to attend.**

If you are unable to attend the pre-bid conference but would like to remotely participate via GoToMeeting, please send a request for login information to procurement@ccrta.org by 12:00 p.m. (CST) Wednesday, March 11, 2020.

Requests for Information will be due by 3:00 p.m., Wednesday, March 18, 2020, with a response by Wednesday, March 25, 2020.

Copies of this Invitation for Bid (IFB) and information may be obtained from the CCRTA website at www.ccrta.org/news-opportunities/business-with-us/. Further information may be obtained from Sherrié Clay, Procurement Administrator, or Christina Perez, Director of Procurement, at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program; however, the CCRTA has determined that ZERO PERCENT (0%) DBE participation is required for this contract. The CCRTA

encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Laura Yaunk, DBE Certification Specialist, at (361) 903-3521.

The following bid documents are applicable under this procurement:

- Invitation for Bid,
- Instructions to Bidders,
- Specifications,
- Scope of Work,
- Warranty Provision,
- Quality Assurance,
- Fleet CNG Engine Data Reference Sheet (Exhibit A),
- Fleet Listing for CNG Engines (Exhibit B),
- Supplier Corrective Action Request (SCAR) Form (Exhibit C),
- Standard Service Terms and Conditions,
- Federal Supplemental Conditions (Materials & Supplies),
- Price Schedule (Appendix A),
- Certification Form (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
- Bid Submission Checklist (Appendix K).

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

- Price Schedule (Appendix A), (**one (1) original in a <u>sealed</u> envelope**),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H),
- References (Appendix I), and
- Request for Information Form (Appendix J).

The following document must be submitted prior to award if not submitted with Bidder's bid:

- Copy of Insurance

The following document is required to be submitted only upon notification of recommendation for award:

- Form 1295 "Certificate of Interested Parties"

BIDDERS must submit the Price Schedule (one (1) original in a sealed envelope), and all certification forms. Failure to provide this information may deem your bid to be non-responsive.

INSTRUCTIONS TO BIDDERS

1. GENERAL

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

2. EXPLANATIONS AND COMMUNICATIONS

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

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

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

3. SPECIFICATIONS

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

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

4. ALTERNATE BIDS

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

approval by the CCRTA. Unless a greater time is specified in the Bid Invitation, specifications or other special instructions applicable to federal grant-funded contracts, any such alternate or proposed equal must be submitted to the CCRTA for prior approval. All alternate forms of bids or proposed equals must be submitted through the RFI submission process.

5. INFORMATION REQUIRED

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

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

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

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

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

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

5.7 **BIDDERS must submit the Price Schedule (one (1) original in a sealed envelope along with the signed certification forms. Failure to provide this information may deem your bid to be non-responsive.**

6. SUBMISSION OF BIDS

6.1 Sealed Bids should be submitted in an envelope marked on the outside containing the bidder's name and address and bid description addressed to:
Corpus Christi Regional Transportation Authority
Staples Street Center
Attn: Procurement Department
602 N. Staples Street
Corpus Christi, TX 78401
Bid for: IFB No. 2020-FP-03 Bus Engine Supply

Bid Due Date: Wednesday, April 8, 2020 at 3:00 p.m. (CST)

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

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

6.3 **Schedule**

Bids shall be governed by the following schedule:

- **February 26, 2020 – IFB Issued**
  Bid documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.

- **March 11, 2020 - Pre-Bid Conference** at 3:00 p.m. at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.

- **March 18, 2020 – Request for Information/Approved Equals**
  Written Request for Information/Approved Equals (Appendix J) are due no later than 3:00 p.m. Request for Information must be received via email to procurement@ccrta.org or hand-delivered at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.

- **March 25, 2020 – CCRTA's Response to Request for Information/ Approved Equals**
  Responses will be posted to the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.

- **April 8, 2020 - Bids Due**
  Bids are due no later than 3:00 p.m. (Central Time). All Bids must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.

- **May 6, 2020 – Contract Awarded (Tentative)**
  The CCRTA's Board of Directors will meet to award a Contract to the successful Bidding firm(s).

7. MODIFICATION OR WITHDRAWAL OF BIDS

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

8. OPENING BIDS

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

9. REFERENCES

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

10. EVALUATION FACTORS

10.1 CCRTA will award contracts based upon the lowest responsible bid, price and other factors considered. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.

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

nonperformance on prior work may disqualify a bidder.

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

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

11. RESERVATION 0F RIGHTS

The CCRTA expressly reserves the right to:

11.1 Reject or cancel any or all bids;

11.2 Waive any defect, irregularity or informality in any bid or bidding procedure;

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

11.4 Extend the bid opening time and date;

11.5 Reissue a bid invitation;

11.6 Consider and accept an alternate bid as provided herein when most advantageous to the CCRTA; and

11.7 Procure any item or services by other means.

12. ACCEPTANCE

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

13. BID PROTESTS

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

14. EQUAL OPPORTUNITY

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

15. SINGLE BID

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

16. SALES TAX EXEMPTION

The CCRTA qualifies for exemptions of Sales, Excise, and Use Taxes under the Texas Tax Code with political subdivisions of the State of Texas.

17. FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"

(Only to be submitted if chosen 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.

SPECIFICATIONS

1. GENERAL

The CCRTA is seeking bids to establish a strategic supply agreement for the manufacture of 8.9 ISL G CNG engines or approved equal. Approved equal items for Original Equipment Manufacturer (OEM) will be submitted during the Request for Information submission period. The determination of equivalency will be at the sole discretion of the CCRTA. The Bidder will, as to each item, propose upon the specified products or upon an alternate product which is "equal" or greater as defined herein.

Engines being replaced are of high mileage within the current CCRTA Gillig fleet. Yearly average mileages are between 55,000 to 70,000 Per Vehicle/Per Year operated on within the current CCRTA fleet. The supplied engines will operate under a severe duty cycle while in revenue service.

All engines supplied under this contract to the CCRTA, must have current service bulletins, corrections, re-designs and engineering improvements up to the date of delivery of the product to the CCRTA's receiving dock (this will guarantee the CCRTA is receiving the most current engine available).

2. NEW ENGINES: CNG Engines

Requirements

New CNG engines offered by Bidder will meet stringent OEM requirements for fit, finish, structural integrity, corrosion protection, and dent resistance. All engines will be compatible for the 2012-2017 Gillig Low Floor transit bus.

Serial numbers on all new engines will be uniformly marked with unique serial identification numbers in a location that is easily accessible and clearly visible on the engine. Engine serial numbers will be recorded on each packing slip and invoice.

Complete Drop-In Includes: Cam Bearings, Camshaft, Connecting Rods, Crankcase (Cylinder Block), Crankshaft, Lifters (Tappets), Main/Rod Bearings, Piston Cooling Tubes, Pistons/Rings (Steel Pistons), Rear Cover, Rear Seal, Timing Components, Cylinder Head Assembly, Front Cover, Front Seal, Fuel Mixer, Spark Plugs, Oil Cooler Assembly, Oil Filter, Oil Pan and Pick-up Tube, Oil Pump Assembly, Push Rods, Rocker Arms, Sensor - Cam, Sensor - EVP, Sensor - ICP, Sensor - Oil Temp, Valve Cover Gaskets, Valve Covers, Valves, Vibration Damper, Assy. Bracket, Block Heater, CNG Fuel Filter Assembly, Sensor - Water Temp, Turbo Base, Turbo Charger Assembly, Water Outlet, Water Pump Assembly, Intake Manifold, Oil Pan new, new Vibration Damper, new Air Compressor, and turbo being clocked to the proper degree for transit applications, to include recalibrating the new ECM on the engine after installation on the vehicle. All parts and labor will be included. In addition, all parts will be new OEM parts with warranties as listed within this IFB.

Warranty must cover the engines for two years with unlimited miles.

3. REPLACEMENT COMPONENTS:

New CNG Engines Manufactured offered by Contractor will meet all local, state, and federal emission standards if applicable. Only new replacement components or sub-component will be used on supplied engines as part of this contract.

4. REGULATORY REQUIREMENTS

All engines offered/supplied by **Contractor and/or Manufacturers will ensure, every engine offered by the Contractor will meet all local, state, and federal emission standards as applicable for make and model for each year listed on Exhibits A and B of this contract. All EPA standards will be met to ensure all State and Federal compliance regulations are adhered to without exceptions for the Transit Operation in Corpus Christi, Texas located in Nueces County.**

5. TRAINING

The successful Bidder will supply the CCRTA with 120 hours, three (3) classes of classroom and hands on training by a Cummins Certified Training Instructor for CNG. The classes will teach preventive maintenance and major tune up procedures for 8.9 ISL CNG engines. This training will be scheduled and conducted at the CCRTA's Operations Facility located at 5658 Bear Lane Corpus Christi, Texas 78405. The CCRTA has a classroom located at this facility to perform the training. The class size with be no larger than five (5) personnel allowed in each class. The training curriculum will be a minimum of the following:

Course Overview
This course will provide participants with a further insight into the specific Gas Fuel System and electronics. The use of INSITE diagnostic tool, along with the technician's experience will be used to monitor and troubleshoot performance issues. The practical end test is styled to mirror potential failure modes found in the transit field.

Course Objectives
Upon Completion of the Qualification Course, the participants will have achieved the level of competency in maintenance, repair and troubleshooting, conducting failure analysis and repair practices relating to the ISL Gas (Compressed Natural Gas) Engine systems to the standard required by OEM within the transit field. The participants will also be able to perform a CNG engine tune-up.

Course Content
- NG (Natural Gas) Familiarization
- Engine Data, Views Flows (Oil, Air, Exhausts, Gas and Coolant)
- Engine Maintenance
- Tools (Gas specific)
- Engine Ignition and Adaptive Learn

- Hands on training to include troubleshooting both mechanical and electronic control devices

All training curriculum to include training dates, will be pre-approved by the project manager for the onsite training at the Bear Lane Operations Facility. Each class will be 40 hours (three (3) classes for a total of 120 hours) of in-depth training for a full understanding of theory (CNG engines) to include the ability to troubleshoot both mechanical and electronic control devices on the 8.9 ISL CNG engine within a transit environment after completion of the classes.

6. PRICING

Bids will include all requested deliverables as listed throughout the specifications and the scope of work. Delivery will be F.O.B. destination and at no additional charges to the CCRTA, and must be delivered within seven (7) business days from receipt of order. Bid prices shall be good for one hundred twenty (120) calendar days from the bid opening date.

SCOPE OF WORK

1. GENERAL

The Contractor will supply and deliver transit bus engines for up to forty (40) Gillig 8.9 ISL CNG power engines for low floor transit buses for the CCRTA. There is no minimum or maximum order quantity requirement. These are projected quantities for the term of this contract.

2. PERSONNEL

The Contractor will ensure that all personnel possess the qualifications and/or experience required in performing the services herein. The Contractor's personnel will not be employees of or have any contractual relationship with the CCRTA. The Contractor's personnel will conduct themselves in a professional manner to all CCRTA employees at all times. Rude or discourteous behavior by the Contractor's personnel will not be tolerated and the offense can be justification for termination of the contract. All sub-contractors of the Contractor's will abide by all the requirements set forth in this section.

3. DELIVERY PERSONNEL

Delivery personnel will have a satisfactory driving record and possess a valid Texas Department of Motor Vehicle (DMV) Texas Driver's License for the designated class of vehicle. Delivery personnel will be in a uniform which identifies the Contractor's company name or possess an easily identifiable name badge possessing the Contractor's company name located on the front of their employee's uniform.

4. ORDER FULFILLMENT PROCESS

The Contractor will accept orders from the CCRTA through the following methods: (a) telephone, (b) email, (c) facsimile, and (d) the Contractor's on-line ordering process:

4.1 The Contractor will not fulfill any order request without a CCRTA issued Purchase Order number and an associated CCRTA employee name.

4.2 The Contractor will notify the CCRTA on the status of parts to ensure that parts can be delivered by the Contractor within the CCRTA's lead time requirements. Should the Contractor be unable to adhere to the CCRTA's lead time requirements, the Contractor will advise the CCRTA and present a revised delivery date.

5. DELIVERY FULFILLMENT PROCESS

The Contractor will deliver engines to the CCRTA no more than five (5) calendars from the date of order placed by the CCRTA. All engine types will be shipped dry and not contain engine oil or fluids. The Contractor will be responsible for the delivery of engines in first class condition and in accordance with good commercial practices.

6. DELIVERY DAYS AND HOURS

The Contractor will deliver engines Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. The Contractor will not deliver on Saturdays, Sundays, and CCRTA's observed holidays.

Title and risk of loss will not pass from the Contractor until the product or service has been received and accepted by the CCRTA. Mere acknowledgement by the CCRTA of receipt will not be deemed as acceptance. If acceptance is revoked, the Contractor bears the risk of loss thereafter.

Engines purchased will be delivered within five (5) business days from receipt or order, at no additional charge, to the specified CCRTA location.

On rare occasions, emergency deliveries during weekends or after normal business hours may be required. The Contractor must have the ability to accommodate these emergencies at no additional cost to the CCRTA.

7. RETURN POLICY

The CCRTA shall contact the Contractor in writing within seven (7) business days (Monday through Friday) from the CCRTA'S receipt of engines. The Contractor will not charge a return, re-stocking, or pick-up fees of any kind for the return under the following situations:

a. Item(s) returned that were damaged upon receipt.

b. Incorrect item(s) delivered.

c. Item(s) returned within the Contractor's return policy.

7.1 Credit Policy of Return

The Contractor will credit the CCRTA's account for the full purchased value of the returned product(s). The Contractor will be responsible for the credit and/or replacement of all products, including those covered by manufacturer warranties. The Contractor will provide credit for the following items:

a. Item(s) ordered or shipped in error.

b. Defective or freight-damaged items.

c. Item(s) returned within the Contractor's return policy.

7.2 Core Exchange and Charges

The condition of the cores will be assumed by the Contractor "as is" condition. The CCRTA shall provide cores to the Contractor and the Contractor will not charge the CCRTA for cores. In the event the CCRTA is unable to provide the Contractor with

the core, the Contractor shall charge the CCRTA the core charge in accordance to as outline within the contract.

7.2.1 Core pick-up

The Contractor will pick-up core(s) from the CCRTA at 5658 Bear Lane Corpus Christi, Texas 78405 within seven (7) business days of original receipt of notification by fax, e-mail or direct phone messaging to the Contractor's point of contact. The Contractor will provide the CCRTA's project manager with the e-mail address, direct fax number and telephone number in which to notify them directly.

WARRANTY PROVISION

1. POLICY

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor will guarantee and warrant all products (systems, components, parts, materials, and services) to be free from defects or failures in materials and workmanship, and adhere to OEM's performance requirements and the CCRTA's specified requirements. The Contractor will also have and maintain an effectively defined and documented Warranty Administration System that demonstrates the Contractor's or OEM's policy, procedure and commitment to respond to and resolve warranty claims or service requests within a reasonable time. The Contractor is required to submit warranty policy, procedure, and forms for CCRTA review.

2. COVERAGE

All products supplied are warranted to be free from defects and related defects for one year beginning on the date of installation or acceptance, except as specified below. The Contractor must submit their written standard limited warranty guarantee(s) for the CCRTA's review upon request.

2.1 Warranty Start Date. The warranty shall start from the date the equipment is returned to service after the product has been installed, inspected, tested and accepted. The CCRTA's Parts division and Fleet Maintenance Office will show the date of installation/acceptance or proof of purchase receipt to qualify for warranty coverage.

2.2 Manufacturers Standard Warranty**.** Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to the CCRTA.

3. LIMITATIONS

Warranty coverage will not apply to failures that have been caused or contributed by the following:

3.1 Improper: use, servicing, maintenance, inspection and testing.

3.2 Failure to comply with OEM's operating, maintenance, servicing, inspection and testing requirements.

3.3 Use of inadequate, improper or incompatible component(s).

3.4 Accident, negligence, abuse, not caused by Contractor or OEM.

3.5 Unauthorized modification of equipment affecting design or performance characteristics.

3.6 Use of non-approved products as specified by the OEM.

4. REPAIR PROCEDURES

4.1 The Contractor is responsible for all warranty-covered work. To the extent practicable, the CCRTA will allow the Contractor or its designated representative to perform such work. At its discretion, the CCRTA may perform such work if it determines it needs to do so based on transit service or other requirements. The Contractor will reimburse such work.

4.2 The Contractor or its designated representative will begin work on warranty-covered repairs, within two (2) calendar days after receiving notification of a defect from the CCRTA. The CCRTA shall, as much as possible, accommodate the Contractor's schedule to complete repairs.

4.3 The Contractor will provide at its own expense all spare products and tools required for repairs. At the CCRTA's option, the Contractor may be required to remove the equipment from CCRTA's property while repairs are being affected. If the equipment is removed from CCRTA's property, the Contractor's representative must diligently pursue repair procedures.

4.4 If the CCRTA performs the warranty-covered repairs, it will correct or repair the defect and any related defects utilizing products supplied by the Contractor specifically for this repair. At its discretion, the CCRTA may use the Contractor specified products available from its own stock if deemed in its best interest. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty may be submitted by the CCRTA to the Contractor for reimbursement or replacement of products. The Contractor will provide forms for these reports when required.

4.5 The CCRTA will require the Contractor to supply new products for warranty –covered repairs being performed by the CCRTA. These products will be shipped prepaid to the CCRTA from any source selected by the contractor within two (2) working days of receipt of the request for said products. Products supplied by the Contractor will be Original Equipment Manufacturer (OEM) or its equivalent.

5. SERVICING

The Contractor may be requested to provide field service support for the correction of warranty failures as required by the CCRTA.

6. CLAIMS

All warranty defects and failures will be submitted to the Contractor as a CCRTA warranty claim. The Contractor will notify the CCRTA of receipt and/or status of the claim.

6.1 The Contractor must notify the CCRTA in writing of the disposition of a warranty claim within 15 days of receipt.

6.2 The Contractor must resolve all open warranty claims within 60 days after receipt.

If the warranty claim is not resolved within the stated time frame the Contractor will be informed of the CCRTA's intent to automatically credit the CCRTA's accounts payable for the Contractor with the amount of the open claim.

6.3 The Contractor is required to notify the CCRTA's Parts Division on the disposition of products within five (5) business days after the CCRTA's request for a Return Material Authorization (RMA).

7. REMEDIES

The Contractor will promptly repair, replace and/or pay for all warranty defects including products, labor, and shipping and handling. The Contractor will also reimburse for any progressive, compensatory and consequential damages or fines due to product failures.

8. REIMBURSEMENT

The Contractor is required to reimburse the CCRTA for cost associated with a warranty repair claim or service request.

8.1 The product costs will be based on the most current supplier contract price or the invoiced price for replacement.

8.2 The labor repair times will be fair and reasonable and based on current OEM or industry Standard Repair Time (SRT) guidelines or an agreed upon repair time standard.

8.3 The Contractor is required to reimburse at the CCRTA's hourly shop labor rate based on the CCRTA's current labor cost accounting system which will be $90.00 an hour.

8.4 The Contractor will be assessed the cost of shipping or a 15% handling charge on products returned or scraped.

9. SYSTEMATIC/FLEET DEFECTS

During the warranty period, when repairs or modifications necessitated by defective design, material, or workmanship occur to an extent in excess of 10% of the product (used for the same function in the same system or subsystem), the Contractor will promptly furnish all necessary labor and material to perform such repairs and modifications for every product delivered under the contract, according to the terms and conditions outlined, including systems or subsystems in which the product has not yet failed.

10. FAILURE ANALYSIS

When requested by the CCRTA, the Contractor will be required to provide a written failure analysis report for defective products supplied under this contract and which occurred during the warranty period. The report will be received by the CCRTA within 30 calendar days from the date of request.

11. ADMINISTRATION

Warranty claims and other warranty issues will be administered, coordinated and resolved with the CCRTA's Parts Division and the Contractor's assigned representative.

11.1 For warranty repair claims or service requests which are determined by the Contractor not to be under warranty, the Contractor must forward a written failure analysis report and itemized quotes to the CCRTA's Parts Division and Fleet Maintenance Office, and obtain an authorized purchase order before proceeding with the repair.

11.2 The Contractor will be able to electronically communicate on warranty coverage, registrations, claims, service requests and bulletins/alerts.

11.3 The Contractor is required to reference the CCRTA's warranty purchase order and warranty claim number when shipping warranty replacement products.

11.4 The Contractor is required to properly identify warranty returns or replacement products with a bill of lading.

12. PERFORMANCE REVIEWS

The Contractor is required to periodically meet with the CCRTA's Parts Division and Fleet Maintenance to ensure that the warranty administration requirements are clarified and properly being carried out according to the terms and conditions of this contract. The Contractor is also required to publish a CCRTA open warranty claims status report showing the disposition of each claim.

QUALITY ASSURANCE PROVISION

1. QUALITY SYSTEM POLICY

The Contractor will have and maintain an effectively defined and Documented Quality Assurance System, which demonstrates the Contractor's policy, objective and Commitment to quality at all levels of the organization. This system will be submitted in writing to the CCRTA as part of the pre-award bid package for approval. The Contractor will also have the capability to ensure original design integrity, inspection, testing, adhering to scope of work and/or technical specification by preventing nonconformity at all stages from production through delivery.

2. MANAGEMENT ORGANIZATION

The Contractor will have a designated quality assurance representative with the defined responsibility and authority to verify contract conformance and initiate corrective and/or preventative actions on the occurrence of any nonconformance relating to product (systems, parts, components, materials, and services), performance, customer service, process and/or quality system. The CCRTA reserves the right to audit and assess the effectiveness of this quality system organization. The Contractor will:

2.1 Identify, document and communicate changes to the quality system, and any problems relating to the system and its nonconformities.

2.2 Initiate, recommend or provide solutions through designated channels.

2.3 Verify the implementation of corrections, preventative actions and/or solutions.

2.4 Ensure that the quality system requirements of this contract are established, implemented and maintained.

2.5 Review, audit and report on the quality system at defined intervals sufficient to ensure its continuing suitability and effectiveness in satisfying the requirements of this contract.

3. PROCEDURES

The Contractor will define and maintain documented procedures on the management of the quality system and how the quality requirements of this contract will be met. These procedures will include work instruction defining the Contractor's method of operation in assuring specified requirements and activities that are consistently carried out.

4. QUALITY PLANNING

The Contractor will prepare a quality plan which identifies organization structure and any controls, processes, equipment, fixtures, resources, skills and/or special training required to meet the quality requirements of this contract.

5. DESIGN INFORMATION

The Contractor will have and maintain a documented procedure for Design information for the product(s), (such as drawings, specifications, and standards) to ensure that the products are manufactured, inspected, and tested to the latest applicable requirements. All changes to design information will be processed in a manner that will ensure accomplishment as specified, and a record of actual incorporation points (by date, batch, lot, unit, or other specific identification) will be maintained.

6. DOCUMENT AND DATA CONTROL

The Contractor will have and maintain a documented procedure to control documents and data that relate to the performance of this contract. All standards, specifications, drawings, bills of materials, invoices, bills of lading, shipping notices, packing slips and customer service reports shall be reviewed and approved for adequacy by authorized personnel prior to issuing.

7. PURCHASING

The Contractor will have and maintain a documented procedure to ensure that any service or bill of materials provided by a subcontractor meets the type, class, grade and/or other precise identifications, such as specifications, drawings, process requirements, inspection and test instructions and other relevant technical data as required or approved by the OEM.

8. PRODUCT IDENTIFICATION AND TRACEABILITY

The Contractor will stamp or engrave on the product(s), suppliers name, code, part number, month, day and year of manufacture, and will be serialized if specifically required by the CCRTA without damage to the product. The Contractor will also identify the product(s) by suitable means from receipt, storage and delivery. An explanation of any codes or special markings established by the supplier must be provided in writing to the CCRTA within thirty (30) calendar days after contract award.

9. INSPECTION AND TESTING

The Contractor will have and maintain documented procedures for inspection and testing activities in order to verify specified requirements for the products(s) are met. The Contractor will know the status of product(s), which conform or non-conform to the inspections and tests performed.

9.1 Source Inspections The CCRTA reserves the right to inspect, at the source, any product(s) furnished or services rendered under the contract. Inspection at the source does not necessarily constitute acceptance, nor will it relieve the seller of his or her responsibility to furnish acceptable product. When it is not practical, cost effective, or feasible to determine quality conformance of the purchased items upon receipt, inspection at the source may be performed.

10. CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT

The Contractor will have and maintain documented procedures to control calibration, inspection, testing, and measuring of facilities, equipment and tools, to demonstrate the conformance of product(s) to specified requirements.

11. CONTROL OF NON-CONFORMING PRODUCT

The Contractor will have and maintain procedures to ensure that any materials or final assembled product(s) that do not conform to specified requirements are prevented from usage or shipment. The Contractor will:

11.1 Provide the identification, documentation, evaluation, segregation and the disposition of nonconforming product(s).

11.2 Ensure controls are in place to prevent further processing, delivery or servicing of nonconforming product(s) until the deficiency and/or unsatisfactory condition has been corrected.

11.3 Re-inspect all nonconforming product(s), which are rejected during receiving inspection.

11.4 Provide upon specific request a failure analysis report on the nonconformance which should communicate the root cause of the nonconformities.

12. CORRECTIVE AND PREVENTATIVE ACTION

The Contractor will have and maintain documented procedures for implementing corrective and preventive action to eliminate the cause of actual or potential non-conformities. The Contractor will:

12.1 Implement and record any changes to procedures, guidelines and plans resulting from corrective and preventive actions.

12.2 Have an effective process for handling and tracking customer complaints and reports. All reports to the Contractor requesting correction to any nonconformity will be in the form of a “Supplier Corrective Action Request” (SCAR) (Exhibit C) from the CCRTA Parts Division Office for review. The Contractor will provide the CCRTA in writing with

the correction and prevention of nonconformity by completing the correction and prevention section of the CCRTA's SCAR form within 30 calendar days of receipt.

12.3 Utilize information sources such as audit results, quality records, service reports, and customer complaints to detect, analyze, and eliminate potential causes of nonconformities.

12.4 Determine the steps needed to deal with any problem requiring corrective and preventive action, and initiate controls to ensure that it is effective.

13. HANDLING, STORAGE, PACKAGING, AND DELIVERY

The Contractor will package the product(s) in such a manner as to prevent damage during shipment, receiving and storage. The Contractor will also ensure that shipped product(s) are not damaged. Any damaged product(s) discovered at receiving will be returned to the Contractor at no cost to the CCRTA.

14. CONTROL OF QUALITY RECORDS

The Contractor will have and maintain procedures for identification, collection, indexing access, filing storage, maintenance, and disposition of quality records. Quality records will be maintained to demonstrate conformance to specified requirements and effective operation of the quality system.

15. QUALITY AUDITS

The Contractor will have and maintain procedures for planning and implementing internal quality audits to verify whether quality activities and related results comply with planned requirements and to determine the effectiveness of the quality system. The Contractor will:

15.1 Document the results of audits and bring them to the attention of the personnel having responsibility in the area audited. The management personnel responsible for the area will take timely corrective action on deficiencies found during the audit.

15.2 Schedule follow-up audits to verify and record the implementation and effectiveness of the corrective action taken.

16. TRAINING

The Contractor will have and maintain procedures for identifying training needs and provide for the training of all personnel performing activities affecting quality and related to the performance requirements of this contract. Personnel performing specific assigned tasks will be qualified/certified on the basis of appropriate education, training and/or experience as required.

17. SERVICING

The Contractor will have and maintain procedures for coordinating, performing, verifying, and reporting that customer field servicing meets the specified requirements.

18. STATISTICAL TECHNIQUES

The Contractor will identify specific statistical methods for establishing, controlling and verifying quality levels, performance assessing, and conducting nonconformity analysis.

EXHIBIT A

FLEET CNG ENGINE DATA REFERENCE SHEET

FLEET CNG ENGINE DATA REFERENCE SHEET

Manufacturer	Make/Model	Year	Fuel Type	Engine Brand	Engine Type
Gillig	CNG/35 FT	2012	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/35 FT	2015	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/35 FT	2017	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/40 FT	2012	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/40 FT	2015	CNG	CUMMINS ISL G	ISLGCM2180

EXHIBIT B

FLEET LISTING FOR CNG ENGINES

FLEET LISTING FOR CNG ENGINES

UNIT	ENGINE BRAND / ITEM NO.	ENGINE SERIAL NUMBER	ENGINE TYPE
906	CUMMINS ISL G	73786025	ISLGCM2180
907	CUMMINS ISL G	73786722	ISLGCM2180
908	CUMMINS ISL G	73786772	ISLGCM2180
909	CUMMINS ISL G	73785947	ISLGCM2180
910	CUMMINS ISL G	73781551	ISLGCM2180
911	CUMMINS ISL G	73786145	ISLGCM2180
912	CUMMINS ISL G	73786062	ISLGCM2180
913	CUMMINS ISL G	73786717	ISLGCM2180
914	CUMMINS ISL G	73781018	ISLGCM2180
915	CUMMINS ISL G	73782117	ISLGCM2180
916	CUMMINS ISL G	74103595	ISLGCM2180
917	CUMMINS ISL G	74112133	ISLGCM2180
918	CUMMINS ISL G	74111315	ISLGCM2180
919	CUMMINS ISL G	74111261	ISLGCM2180
920	CUMMINS ISL G	74112072	ISLGCM2180
921	CUMMINS ISL G	74112052	ISLGCM2180
922	CUMMINS ISL G	74111355	ISLGCM2180
923	CUMMINS ISL G	74116899	ISLGCM2180
924	CUMMINS ISL G	74116959	ISLGCM2180
925	CUMMINS ISL G	74117055	ISLGCM2180
926	CUMMINS ISL G	74106966	ISLGCM2180
1006	CUMMINS ISL G	73785897	ISLGCM2180
1007	CUMMINS ISL G	73786119	ISLGCM2180
1008	CUMMINS ISL G	73786029	ISLGCM2180
1009	CUMMINS ISL G	73785891	ISLGCM2180

UNIT	ENGINE BRAND / ITEM NO.	ENGINE SERIAL NUMBER	ENGINE TYPE
1010	CUMMINS ISL G	73780805	ISLGCM2180
1011	CUMMINS ISL G	73786347	ISLGCM2180
1012	CUMMINS ISL G	73785959	ISLGCM2180
1013	CUMMINS ISL G	73786323	ISLGCM2180
1014	CUMMINS ISL G	73786358	ISLGCM2180
1015	CUMMINS ISL G	73785941	ISLGCM2180
1016	CUMMINS ISL G	73786035	ISLGCM2180
1017	CUMMINS ISL G	73780749	ISLGCM2180
1018	CUMMINS ISL G	73786151	ISLGCM2180
1019	CUMMINS ISL G	73781824	ISLGCM2180
1020	CUMMINS ISL G	73781518	ISLGCM2180
1021	CUMMINS ISL G	73780811	ISLGCM2180
1022	CUMMINS ISL G	73786722	ISLGCM2180
1023	CUMMINS ISL G	73786097	ISLGCM2180
1024	CUMMINS ISL G	73786092	ISLGCM2180

EXHIBIT C

CCRTA's

SUPPLIER CORRECTIVE ACTION REQUEST (SCAR) FORM

Corpus Christi Regional Transportation Authority

Supplier Corrective Action Request Form
EXAMPLE
Instructions / Acceptance Criteria

Issued to: Example Issued by: _____

Date of Issue: Due Date: _____

A) Problem Description:

What is the problem?
The ***What*** of the problem is the effect of consequences, which we do not want to occur.

When did it happen?
The ***When*** of the problem is the relative time that it occurred.

Where did it happen?
The ***Where*** of the problem is the relative location that it occurred.

What is the significance?
The ***Significance*** of the problem is the relative value that the problem has on the performance of your organization based on the measurement method.

B) Containment:
Has all potentially non-conforming product been identified and contained?

C) Identification of Causes:
Start with the effect which we do not wish to occur and ask *Why* or what caused it to occur, continue asking *Why* until the point of ignorance or irrelevance.

D) Effective Solutions: Develop effective solutions to address the identified causes.
Effective Solutions;
1.) Prevent Recurrence
2.) Are within your control
3.) Do not cause unacceptable problems
4.) Prevents similar occurrences
5.) Provide reasonable value for its cost

E) Validation of Solutions:
Select and track measurements that monitor the effect of the solution(s).

F) Approvals:

QA Manger: (Supplier) _____ Date: _____

Plant Manager: (Supplier) _____ Date: _____

Mission Success Specialist: (Supplier) _____ Date: _____

Corpus Christi Regional Transportation Authority

Supplier Corrective Action Request Form

Issued to: _____ Issued by: _____

Date of Issue: Due Date: _____

A) Problem Description:

What is the problem?

When did it happen?

Where did it happen?

What is the significance?

B) Containment:

C) Identification of Causes:

D) Effective Solutions:

E) Validation of Solutions:

F) Approvals:

QA Manger: _____ Date: _____

Plant Manager: _____ Date: _____

Mission Success Specialist: _____ Date: _____

STANDARD SUPPLY AGREEMENT TERMS AND CONDITIONS

1. TERM.

The term of this Supply Agreement shall be for the period specified in the Bid Invitation, with the option to extend for one or more additional periods as specified in the Bid Invitation, subject to the approval of the Corpus Christi Regional Transportation Authority "CCRTA".

2. DESCRIPTION – SALE OF GOODS.

Contractor shall transfer and deliver to the CCRTA and the CCRTA shall pay for and accept all of the CCRTA's requirements during the referenced term of the Agreement for all of the items listed and described in the Bid documents. Quantities shown are merely estimates and do not obligate the CCRTA to order or accept more than the CCRTA's actual requirements during the period of this Agreement, nor do the estimates limit the CCRTA from ordering less than its actual needs during the period of this Agreement, subject to availability of appropriated funds.

3. CONTRACTOR TO PACKAGE GOODS.

Contractor shall package all goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) CCRTA's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Contractor shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The CCRTA's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. NO SHIPMENTS UNDER RESERVATION.

Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of goods.

5. TITLE AND RISK OF LOSS.

The title and risk of loss of the goods shall not pass to the CCRTA until it actually receives and takes possession of the goods at the point or points of delivery. The terms of this Agreement are "no arrival, no sale."

6. PURCHASE OR RELEASE ORDER.

The CCRTA shall exercise its right to specify time, place, and quantity to be delivered in the following manner: Any of the CCRTA's separate departments or divisions may send to Contractor a purchase or release order signed by an authorized agent of the department or division. The order shall refer to this Supply Agreement and shall specify item, quantity, delivery date, shipping instructions and receiving address of the ordering department or division. The CCRTA shall have the right to inspect the goods at delivery prior to acceptance.

7. DEFAULT IN ONE INSTALLMENT TO CONSITITUTE TOTAL BREACH.

Each installment or lot of goods delivered under this Agreement is dependent on every other installment or lot, and a delivery of non-conforming goods or a default of any nature on one installment or lot will impair the value of the whole Agreement and shall constitute a breach of the Agreement as a whole.

8. NO REPLACING DEFECTIVE TENDER.

Every tender or delivery of goods must fully comply with all provisions of this Agreement as to time of delivery, quality, fitness or use and the like. If a tender is made which does not fully conform, such failure shall constitute a breach of the Agreement, and Contractor shall not have the right to substitute a conforming tender; provided, however, that if the time for performance is not yet expired, the Contractor may reasonably notify the CCRTA of its intention to cure and may then make a conforming tender within the required time.

9. INVOICES AND PAYMENTS.

Contractor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable should be attached to the invoice and mailed to the CCRTA at the address specified on the purchase order or acceptance letter. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or delivery, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked "order due." The CCRTA reserves the right to review all of Contractor's invoices after payment and recover any overcharge resulting from such review.

10. WARRANTY-PRICE.

The price to be paid by the CCRTA shall be that price contained in Contractor's bid which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this Agreement for similar quantities under similar conditions and methods of purchase. In the event Contractor breaches this

warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the CCRTA may cancel this Agreement without liability to Contractor for breach for Contractor's actual expenses. If the stated price includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling or equipment and any process sheets related thereto shall become the property of the CCRTA.

11. WARRANTY-PRODUCT.

Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this Agreement voidable at the option of the CCRTA. Contractor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the Bid documents, and to the sample(s) furnished by the Contractor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern. The goods furnished shall be new and of good and merchantable quality in workmanship and materials.

12. WARRANTY-SAFETY.

Contractor warrants that the product sold to the CCRTA shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the CCRTA may return the product for correction or replacements at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction may be made by the CCRTA at Contractor's expense.

13. WARRANTY-INFRINGEMENTS.

Contractor agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, it shall notify the CCRTA to this effect in writing within two weeks after signing of this Agreement. If the CCRTA does not receive notice and is subsequently held liable for the infringement or the like, Contractor shall indemnify the CCRTA for any damages due to such claim. If Contractor in good faith ascertains that delivery of the goods in accordance with the specifications will result in infringement or the like, this Agreement shall be null and void except that the CCRTA shall pay Contractor for the reasonable cost of its search as to infringements.

14. ESTIMATED QUANTITIES.

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

15. SUBSTITUTE SUPPLIERS.

In the event that Contractor fails to supply the goods to the CCRTA in the amounts requested or fails to furnish replacement goods for any defective merchandise submitted to the CCRTA within five (5) business days from the date of notice, the CCRTA shall have the right to purchase from any substitute source the amount of the goods due from the Contractor. The CCRTA shall have the right to recover from the Contractor as damages any amount by which the cost of such substituted goods exceeds the contract price which would have been applicable, together with the cost of any incidental expenses reasonably incurred by the CCRTA in making such substituted purchase and the amount of any consequential damages allowable by law. The CCRTA reserves the right to offset such amounts against the price due for any goods subsequently supplied by the Contractor or any other obligations owed to Contractor.

16. TERMINATION.

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

17. ASSIGNMENT-DELEGATION.

No right or interest in this Agreement shall be assigned or any obligation delegated by Contractor without the written permission of the CCRTA.

18. MODIFICATIONS-WAIVER.

This Agreement can be modified or rescinded only by a writing signed by both of the parties. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION.

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

20. APPLICABLE LAW.

This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this Agreement.

21. ADVERTISING.

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

22. GRATUITIES.

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

23. EQUAL OPPORTUNITY.

Contractor agrees that during the performance of this Agreement it shall:

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

23.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any portion of this Agreement for which purchase orders or authorities to deliver have not been issued; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for termination of this Agreement for which a purchase order or authority to deliver has been issued.

24. ENFORCEABILITY.

This Agreement shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas.

25. NOTICES.

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

26. LIABILITY INSURANCE COVERAGE.

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

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

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

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

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

27. WORKERS' COMPENSATION.

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

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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 CCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CCRTA, 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 Federal 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) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the Federal Government deems appropriate.

   (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323(I) on Contractor, to the extent the Federal Government deems appropriate.

   (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that 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

(1) Record Retention – The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(2) Retention Period – The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records – The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required

(4) Access to the Sites of Performance – The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

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 CCRTA 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

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

(2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, and the Contractor fails to perform in the manner called for in the contract, or if the

Contractor fails to comply with any other provisions of the contract, the CCRTA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CCRTA that the 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 the Contractor, the CCRTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(3) Opportunity to Cure (General Provision) - The CCRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the CCRTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor or written notice from the CCRTA setting forth the nature of said breach or default, the CCRTA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the CCRTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach - In the event that the CCRTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by the CCRTA shall not limit the CCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

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

(6) Termination for Default (Supplies and Service) - If the 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 CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if

termination had been issued for the convenience of the CCRTA.

(7). Termination for Default (Transportation Services) - If the 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 the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of the CCRTA's goods, the Contractor shall, upon direction of the CCRTA, protect and preserve the goods until surrendered to the CCRTA or its agent. The Contractor and the CCRTA 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the convenience of the CCRTA.

(8) Termination for Default (Construction) - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract, or any extension, or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. In this event, the CCRTA may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the CCRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the CCRTA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CCRTA, acts of another contractor in the performance of a contract with the CCRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within 10 days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If, in the judgement of CCRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the 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 convenience of CCRTA.

(9). Termination for Convenience or Default (Architect & Engineering) - -The CCRTA may terminate this contract in whole or in part, for the CCRTA's convenience or because of the failure of the Contractor to fulfill contract obligations. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the CCRTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. CCRTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If termination is for the convenience of CCRTA, the CCRTA 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 CCRTA may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the CCRTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the convenience of CCRTA.

(10). Termination for Convenience or Default (Cost-Type Contracts) - The CCRTA may terminate this contract, or any portion of it, by serving a Notice or Termination on the Contractor. The notice shall state whether termination is for convenience of the CCRTA or for default of contractor. If termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the CCRTA, or property supplied to the Contractor by the CCRTA. If termination is for default, the CCRTA may fix the fee, if the contract provides for a fee, to be paid to the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CCRTA and the parties shall negotiate the termination settlement to be paid to the Contractor.

If termination is for the convenience of CCRTA the 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 CCRTA determines that the Contractor has an excusable reason for not performing, the CCRTA, after setting up a new

work schedule, may allow the 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:

The CCRTA is an Equal Opportunity Employer. As such, the CCRTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CCRTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason

of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7. Disadvantaged Business Enterprises (DBEs)

Contracts involving subcontractors (exclusive of transit vehicle purchases)

To the extent authorized by Federal law, the CCRTA 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:

(1) The CCRTA agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The CCRTA 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 sub-agreement 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 CCRTA 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 sub-agreements 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 CCRTA's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The CCRTA 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 CCRTA 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 U.S. DOT, whether or not expressly stated in the preceding contract provisions. All U.S. DOT-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 will not perform any act, fail to perform any act, or refuse to comply with any request that would cause the CCRTA 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 CCRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CCRTA, 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

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR §661.11. The bidder or offeror must submit to the CCRTA the appropriate Buy America certification with its bids or offers. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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 CCRTA'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 CCRTA'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 CCRTA's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the CCRTA, 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 CCRTA 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 CCRTA 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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

(1) Definitions. As used in this clause--

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property

(4) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(5) The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract 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.

CERTIFICATION FORMS

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

Do NOT Alter Any Forms.

Doing so will deem your bid as non-responsive.

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

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 bid.

APPENDIX A

PRICE SCHEDULE

IFB No.: 2020-FP-03 **BIDDER: _____**
Bus and Engine Supply

Instructions:

(1) Refer to "Instructions to Bidders." Quote your best price, FOB destination.
(2) This is a one-year contract with a one-year option.
(3) The quantities shown are approximate quantities only. Actual usage may be more of less than the quantities shown.
(4) BIDDERS must provide a quote for New Engines in the Price Schedule Summary.
(5) BIDDERS must complete all information requested -- no items may remain blank (use N/A or other as necessary).
(6) **Submit one original PRICE SCHEDULE**. On the outside of your sealed bid address your envelope with the information as noted in "Instructions to Bidders" Section 6.

BUS ENGINE SUPPY (NEW ENGINES)

BASE YEAR
PROJECTED USAGE

OEM	MAKE/MODEL	YEAR	FUEL TYPE	ENGINE	ENGINE TYPE	BASE YEAR ESTIMATE USAGE (a)	COST PER ENGINE (b)	TOTAL COST (a*b=total)
Gillig	CNG/35-40 FT	2012-2017	CNG	ISL G	ISLGCM2180 280 HP/8.9 L	20	$	$
							TOTAL	$

BUS ENGINE SUPPLY (NEW ENGINES)

ONE-YEAR OPTION
PROJECTED USAGE

OEM	MAKE/MODEL	YEAR	FUEL TYPE	ENGINE BRAND	ENGINE TYPE	ONE-YEAR OPTION ESTIMATE USAGE (a)	COST PER ENGINE (b)	TOTAL COST (a*b=total)
Gillig	CNG/35-40 FT	2012-2017	CNG	ISL G	ISLGCM2180 280 HP/8.9 L	15	$	$
							TOTAL	$

Signature

Printed Name

Title

Date

APPENDIX B

CERTIFICATION FORM

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

(1) **Bid 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 bid independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Invitation for Bids with any other FIRM or with any other competitor,

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

(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: _____

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

DISCLOSURE QUESTIONS

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

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

NAME JOB TITLE AND DEPARTMENT (IF KNOWN)

_____ _____

_____ _____

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

NAME TITLE

_____ _____

_____ _____

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

NAME BOARD, COMMISSION OR COMMITTEE

_____ _____

_____ _____

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

NAME CONSULTANT

_____ _____

_____ _____

CERTIFICATE

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

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____

APPENDIX E
Sample Form 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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.

OFFICE USE ONLY

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 _____, _____, _____, _____, _____.
(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_____.
(month) (year)

_____
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

Must file online at www.ethics.state.tx.us/File

APPENDIX F

Buy America Certificate

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

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIRMENTS

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)
_____, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 _____, 2020.

Signed: _____

Printed Name: _____

Company Name: _____

APPENDIX H

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY
BOARD APPROVED

ACCESSIBILITY POLICY

POLICY STATEMENT

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

APPLICABILITY

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

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

IMPLEMENTATION

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

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

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

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

POLICY REVIEW

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

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

Adopted July 6, 2011

Signed by: _____ Company: _____

Position: _____

Date: _____

APPENDIX I

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

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

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

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

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

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

_____
_____
_____
_____
_____

APPENDIX J

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: ____

VENDOR: _____

PROJECT: IFB No. 2020-FP-03

PAGE: ____ PARAGRAPH: ___ SUBJECT: _____

Request:

_____
Signature

****

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

_____
Chief Executive Officer/Designee

APPENDIX K

Bid SUBMISSION CHECKLIST

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

Bid Documents Required	Check
The following Bid Documents must be submitted:	
1. Price Schedule (Appendix A)	
2. Certification Forms:	
2.1 Certification Form (Appendix B)	
2.2 Certification and Statement of Qualifications (Appendix C)	
2.3 Disclosure of Interests Certification (Appendix D)	
2.4 Buy America (Appendix F)	
2.5 Certification of Restrictions on Lobbying (Appendix G)	
2.6 Accessibility Policy (Appendix H)	
2.7 References (Appendix I)	
2.8 Request for Information Form (Appendix J), and	
1. Price Schedule (Appendix A) – Submit the following: - One Signed Paper hardcopy **SEALED in a SEPARATE ENVELOPE**	
- Price Schedule (Appendix A) Bidder must:	
1. List the Firm Name	
2. Complete the Price Schedule	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
2.1 Certification Form (Appendix B) – Sign, Print, Date and list Title	
2.2 Certification and Statement of Qualifications (Appendix C)	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	
1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	
10. Number of year in contracting business under present name	
11. Type of work performed by your company	

12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – write in each addendum issued *(i.e. Addendum No. 1, 2, and 3)*	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
2.3 Disclosure of Interest Certification (Appendix D)	
Disclosure of Interest Certification (Appendix D) the Bidder 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	
2.4 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	
2.5 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	
5. Sign	
6. Printed Name	
7. Company Name	
2.6 Accessibility Policy (Appendix H) – Sign, List Company, Position, and Date	
2.7 References (Appendix I)	
References (Appendix I) the Bidder must:	
1. List 4 similar projects which the firm has completed within the last five	

years.	
2. Provide a list of contracts that the firm currently has in process.	
2.8 Request for Information Form (Appendix J) – include any RFIs in which your firm submitted.	