



**REQUEST FOR QUALIFICATIONS
For
GENERAL ARCHITECTURAL SERVICES**

RFP NO.: 2021-FS-12

Date Issued: June 24, 2021

The Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", is seeking Statements of Qualifications from qualified firms interested and qualified to provide General Architectural Services.

The information gathered will be used to establish a list of qualified architects for potential projects. The CCRTA intends to enter into multiple Service Contracts for these services.

Statements of Qualifications will be received at the offices of the CCRTA at 602 N. Staples Street, Corpus Christi, Texas 78401 until 3:00 p.m. (CST) Thursday, August 5, 2021 or by email at procurement@ccrta.org for General Architectural Services. Statements of Qualifications will be good for one hundred and eighty (180) calendar days from the board approval date. It is the responsibility of the Offeror to ensure that the Statement of Qualifications is delivered prior to the deadline. Statements of Qualifications received after the deadline will not be accepted and will be returned to the Offeror unopened.

These contracts will be (3) year fixed-price service contracts with one (1) two-year option.

OFFERORS are encouraged to attend a pre-qualification conference scheduled for 3:00 p.m. (CST), Thursday, July 8, 2021 in the Board Room on the second floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions OFFERORS may have concerning this procurement.

If you are unable to attend the pre-qualification 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), Thursday, July 8, 2021.

Requests for Information/Approved Equals will be due by 3:00 p.m. (CST), Thursday, July 15, 2021, with a response by Thursday, July 22, 2021.

Copies of this Request for Qualifications (RFQ) and information may be obtained from the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/. Further information may be obtained from Christina Perez, Director of Procurement/Grants, or Sherrié Clay, Procurement Administrator at (361) 289-2712 or at procurement@ccrta.org.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program, and has determined that a five percent **(5%) DBE goal** has been established for this Contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Laura Yaunk, DBE Liaison Officer, at (361) 903-3521 or at ccrtadbe@ccrta.org.

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

- Request for Qualifications,
- Instructions to Offerors,
- Special Instructions,
- Task Order Procedures for Indefinite Delivery/Indefinite Quantity (ID/IQ) Contracts
- Statement of Work,
- Scope of Services,
- Standard Service Terms and Conditions,
- Federal Supplement Conditions Professional Services (A&E),
- Special Provisions Concerning Disadvantaged Business Enterprises (DBEs),
- Certification Form (Appendix A),
- Certification and Statement of Qualifications (Appendix B),
- Disclosure of Interest Certification (Appendix C),
- Restriction of Lobbying (Appendix D),
- Sample Form 1295 Certificate of Interested Parties (Appendix E),
- Minimum Requirements (Appendix F),
- Accessibility Policy (Appendix G),
- DBE Participation Form (Appendix H),
- References (Appendix I),
- Request for Information Form (Appendix J), and
- Statement of Qualifications Checklist (Appendix K).

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

For mailed Statements of Qualifications submissions, please submit as follows:

- Statements of Qualifications Response to RFQ - **One (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Certification Form (Appendix A),
- Certification and Statement of Qualifications (Appendix B),
- Disclosure of Interest Certification (Appendix C),
- Restriction of Lobbying (Appendix D)
- Minimum Requirements (Appendix F),
- Accessibility Policy (Appendix G),

- DBE Participation Form (Appendix H), and
- References (Appendix I).

For electronic Statement of Qualifications submissions to procurement@ccrta.org, please submit as follows:

- Statements of Qualifications Response, **(in one file)**, and
- Certification Forms (Appendix A, B, C, D, F, G, H, and I), **(in one electronic file)**.

Both electronic files should be clearly titled and submitted together in the same email.

Failure to provide this information may deem your firm to be non-responsive.

The following documents must be submitted prior to award if not submitted with Offeror's Statement of Qualifications:

- Copy of insurance.

The following document is required to be submitted only if chosen for award:

- Form 1295 "Certificate of Interested Parties"

INSTRUCTIONS TO OFFERORS

1. GENERAL.

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

2. EXPLANATIONS.

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

3. SPECIFICATIONS.

Offerors are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the Offerors risk. Statement of Qualifications that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive Statement of Qualifications.

4. INFORMATION REQUIRED.

- 4.1. Each Offeror shall furnish the information required by the Request for Qualifications. The Offeror shall sign the Statement of Qualifications submittal. Erasures or other changes must be initialed by the person signing the documents. Statement of Qualifications signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the CCRTA.
- 4.2. Only signed, written Statements of Qualifications specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Qualifications will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the Offeror. All costs of Statement of Qualification preparation will be borne by the Offeror.
- 4.3. 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. **SUBMISSION OF QUALIFICATIONS.**

- 5.1. Sealed Statements of Qualifications should be hand delivered or mailed in an envelope marked on the outside with the OFFEROR's name and address and Statement of Qualifications description addressed to:

Corpus Christi Regional Transportation Authority

Staples Street Center

ATTN: Procurement Department

602 N. Staples Street

Corpus Christi, Texas 78401

Statement of Qualifications for: RFQ No. 2021-FS-12 General Architectural Services

Statements of Qualifications Due Date: Thursday, August 5, 2021 by 3:00 p.m.

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

- 5.2. Statements of Qualifications must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Qualifications. Statements of Qualifications received after the published time and date cannot be considered. Any Statements of Qualifications which are mislabeled or do not indicate the OFFEROR's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the OFFEROR for return of the Statement of Qualifications.

5.3. **Schedule**

Statements of Qualifications shall be governed by the following schedule:

- **June 24, 2021 - RFQ Issued**
RFQ documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **July 8, 2021 - Pre-Qualification Conference** at 3:00 p.m. (CST) at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. If you are unable to attend the pre-proposal conference but would like to remotely participate via GoToMeeting, please send a request for login information to procurement@ccrta.org.
- **July 15, 2021 - Request for Information Due**
Written Requests for Information (Appendix K) are due by 3:00 p.m. (CST). Please submit **one** form for **each** Request for

Information/Exceptions/Approved Equals. Request for Information/Exceptions/Approved Equals must be emailed to procurement@ccrta.org, hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.

- **July 22, 2021 – CCRTA's Response to Request for Information Due**
Responses will be posted as an addendum to the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/.
- **August 5, 2021 – Statement of Qualifications Due**
Written Statements of Qualifications are due no later than 3:00 p.m. (CST). All Statements of Qualifications must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **Best and Final Offer – TBD**
The CCRTA will evaluate each Statement of Qualifications for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.
- **Tentative Contract Award – September 8, 2021**
CCRTA Board of Directors will meet to award a contract to the successful Offeror.

6. **MODIFICATION OR WITHDRAWAL OF STATEMENT OF QUALIFICATIONS.**

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

7. **OPENING QUALIFICATIONS.**

All Statements of Qualifications shall be opened by the CCRTA as soon after the Statements of Qualifications deadline as is reasonably practicable. Information submitted in response to the Request for Qualifications shall not be released by the CCRTA during the qualification evaluation process or prior to Contract award. Offerors are advised that the CCRTA may be required to release statement information, other than trade secrets, after Contract award.

8. **EVALUATION FACTORS.**

8.1. The CCRTA will award contracts based upon the criteria set forth in the Request for Qualifications. Contracts may be awarded on a fixed fee or cost reimbursement basis to one or more Offerors.

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

9. ELIGIBILITY FOR AWARD.

9.1 In order for an Offeror to be eligible for award of the Contract, the Statement of Qualifications must be responsive to the Request for Qualifications; and the CCRTA must be able to determine that the Offeror is responsible to perform the Contract satisfactorily.

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

9.3. Responsible Offerors at a minimum must:

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

9.3.2 Have a satisfactory record of past performance;

9.3.3 Have necessary management and technical capability to perform;

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

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

9.3.6 Certify that it is not on the U.S. Comptroller General's list of ineligible Contractors – signing and submitting the Statement of Qualifications is so certifying. (NOTE: This requirement is only applicable to federally-funded Contracts.)

9.4. An Offeror may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible OFFEROR. Refusal to provide requested information shall result in the Offeror being declared not responsible, and the Statement of Qualifications shall be rejected.

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

- 10.1 Reject or cancel any or all Statement of Qualifications;
- 10.2 Waive any defect, irregularity or informality in any Statement of Qualifications or Statement of Qualifications procedure;
- 10.3 Waive as an informality, minor deviations from specifications at a lower price than other Statement of Qualifications meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 10.4 Extend the Statement of Qualifications due date;
- 10.5 Reissue a Request for Qualifications;
- 10.6 Procure any item or services by other means;
- 10.7 The CCRTA reserves the right to retain all Statement of Qualifications submitted.
The selection or rejection of a Statement of Qualifications does not affect this right; and
- 10.8 The CCRTA reserves the right to negotiate a Contract with the Offeror having the best evaluation as determined by the CCRTA. No award will be made automatically based upon the lowest price or based solely on the Statement of Qualifications submitted. The CCRTA additionally reserved the right to suspend negotiations with the first Offeror should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated OFFEROR.

11. ACCEPTANCE.

Acceptance of an OFFEROR's offer in some instances will be in the form of task orders issued by the CCRTA. Otherwise, acceptance of an OFFEROR's offer will be by acceptance letters issued by the CCRTA. Subsequent task orders and release orders may be issued as appropriate. Unless the OFFEROR specifies otherwise in the Statement of Qualifications, the CCRTA may award the Contract for any item or group of items shown on the Request for Qualifications.

12. PROTESTS.

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

13. EQUAL OPPORTUNITY.

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

14. FORM 1295 “CERTIFICATE OF INTERESTED PARTIES”

(Only to be submitted if chosen for award)

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

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

(2) a person who acts as an intermediary and who actively participates in facilitating a contract or negotiating the contract with a governmental entity or state agency, including a broker, adviser, attorney or representative of or agent for the business entity who has a controlling interest or intermediary for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>. A Sample Copy of Form 1295 has been provided for reference only.

SPECIAL INSTRUCTIONS

1.0 GENERAL

1.1 Introduction

The Corpus Christi Regional Transportation Authority (CCRTA) is requesting Statements of Qualifications for General Architectural Services for potential projects.

This section provides specific instructions on the format and organization of the Statement of Qualifications to be submitted by the Qualified Offeror. Each Qualified Offeror may submit only one Statement of Qualifications in a totally self-supporting format without reference to any other Statement of Qualification(s).

Qualified Offerors should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s). The CCRTA discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or are specifically requested by the CCRTA.

Qualified Offerors should submit one original and five hard copies of the completed General Architectural Services Statement of Qualifications and one electronic copy on a USB flash drive. **There shall be no discussion of pricing or fees in any Statement of Qualifications with the OFFEROR'S initial submittal.**

To enhance comparability, qualifications elements must be addressed in the informational sequence noted below:

Statement of Qualifications Content:

- Cover Letter,
- Table of Contents,
- Minimum Requirements,
- Firm Experience,
- Team Experience,
- Capacity and Capability of the Firm,
- Management and Organizational Approach,
- Responsiveness to Agency Needs,
- Performance Standard,
- Quality Control Program (and Safety), and
- Disadvantaged Business Enterprise (DBE) Participation.

All Statements of Qualifications must be submitted before the deadline in the solicitation and addressed with the information as noted in Section 5 “Submission of Qualifications” of the Instructions to Offerors”. The Statements of Qualifications shall include the following:

2.0 STATEMENT OF QUALIFICATIONS FORMAT

This section outlines the minimum requirements for preparation and presentation of a Statement of Qualifications.

The Qualified Offeror shall define the capabilities of their organization to supply and maintain the services as requested in this Request for Qualifications (RFQ). The response should be specific and complete in every detail and prepared in a simple and straightforward manner.

Qualified Offerors are expected to examine the entire RFQ including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Qualified Offeror’s risk.

Statements of Qualifications shall be in at least 12 pt. easily readable font and bound in a manner that allows the Statement of Qualifications to be disassembled. **Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter size (8 ½” by 11”) or, if folded to that dimension, twice letter size (11” by 17”) each section (defined below) shall be separated by a tabbed divider. Submittals shall be limited to 35 pages, which is not inclusive of CCRTA documents.**

Statement of Qualification and Qualification Forms:

2.1 Cover Letter

The Cover Letter shall be the first item in your Statement of Qualifications and shall indicate the intention of the Qualified Offeror to adhere to the provisions described in the RFQ. The cover letter SHALL:

- Be presented on company letterhead;
- Identify the submitting organization;
- Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFQ process;
- Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually;
- Acknowledge receipt of any addenda to this RFQ;

2.2 Table of Contents

The second item in your Statement of Qualifications should be the table of contents listing titles, sections and major sub-sections.

2.3 The third item in your Statement of Qualifications shall be the forms as follows:

2.3.1 Minimum Requirements Form. Qualified Offeror is to complete and attach any relevant documents to the “Minimum Requirements Form”, included in this document. The document is pass/ fail. See the information below to respond to:

2.3.1.1 All projects requiring a professional architect must be registered in Texas to sign and seal the work to be performed under the Contract. Please provide the Architectural Firm’s Texas Board of Architectural Examiners registration number, and experience with your Statement of Qualifications.

2.3.1.2 The qualified Offeror must have a minimum of five (5) years’ experience in providing professional architectural design services. Contractor must submit the following with its Statement of Qualifications: documentation demonstrating the required experience as outlined above.

2.3.1.3 The qualified Offeror must disclose any lawsuits or any lawsuits to which the qualified Offeror is or was a party during the last five (5) years that may materially affect its ability to provide the services described herein. Provide information on any lawsuits that would materially affect your ability to provide the work with your Statement of Qualifications.

2.3.1.4 The qualified Offeror must disclose any regulatory action involving the professional services provided during the last five (5) years that may materially affect its ability to provide the services described. Provide information on any such regulatory issues that would materially affect your ability to provide the work with your Statement of Qualifications.

2.3.1.5 The qualified Offeror must provide references on the two-page “REFERENCES” form provided in the Request for Qualifications. The qualified Offeror must provide four references over the past five years for which the same services have been provided. This information will be used to determine the extent to which the qualified Offeror is able to provide the services described herein to an entity the size of the CCRTA as well as the level of customer service exhibited by the qualified Offeror. Qualified Offerors may use the same clients for current and former references.

2.3.2 References. Qualified Offerors are to provide the references on the enclosed References (Appendix I) form.

2.4 The fourth item in your Statement of Qualifications shall be your actual Statement of Qualifications and associated documents. The Statement of Qualification shall be organized in the same manner as the evaluation criteria and should address all items outlined in the criteria.

The evaluation criteria to be included in the fourth item includes:

- 2.4.1 Firm Experience
- 2.4.2 Team Experience
- 2.4.3 Capacity and Capability of the Firm
- 2.4.4 Management and Organizational Approach
- 2.4.5 Responsiveness to Agency Needs
- 2.4.6 Performance Standards
- 2.4.7 Quality Control Program (and Safety)
- 2.4.8 Disadvantaged Business Enterprise (DBE) Participation

2.4.1 Firm Experience (20 pts)

2.4.1.1 Provide a brief history of the firm and include any background information that may be relevant to the CCRTA's needs on these projects.

2.4.1.2 Describe your firms experience and qualifications with the development and delivery of transit station projects (renovations/new construction), governmental/public projects, ADA infrastructure improvements, parking lot improvements, National Environmental Policy Act for Department of Transportation, street construction, solar and electrical charging station projects, vertical and horizontal buildings and scope narrative/cost estimates for clients applying for grants.

2.4.1.3 Describe your firm's resources that will be available to provide the successful delivery of these types of projects on schedule.

2.4.1.4 Ability of Offeror to administer plan tasks on time, on schedule and on budget.

2.4.1.5 Provide a list of the last five (5) completed major projects by firm team members with the following information:

- Client/Owner and contact information.
- Project description and construction estimate.
- Key Members of Offeror's team (Design Manager, PM, etc.) assigned to each project.
- Provide original design contract schedule and final completion.
- Provide original design contract value and provide ending design contract value.
- Provide original construction contract value and final construction contract value price.
- If late, briefly describe cause and resolution with respect to schedule.
- If final construction contract value exceeds original contract,

briefly describe key cost factors and justification for increased cost.

- If final design contract value exceeds original contract, briefly describe key cost factors and justification for increased cost.
- Provide any information on change orders that occurred during the construction process that were due to errors and omissions.

2.4.2 Team Experience (20 pts)

2.4.2.1 Identify your teams' key staff/sub-consultants and describe each of their functions including experience and qualifications in the development and delivery of governmental/public/transit projects.

2.4.2.2 Provide an organizational chart, identifying the team structure, with key staff and tasks leaders for each project for which you are submitting.

2.4.2.3 For each of the key staff listed describe two similar governmental/transit projects they were involved with including details of project locations, their work scope items, any challenges that were encountered and how they were addressed.

2.4.2.4 Describe generally how the team functions during the design, award, and construction phases of the projects, providing details of what role they play and how this allows the team to successfully deliver CCRTA's projects.

2.4.2.5 Provide a list of all current major projects assigned to firm team members, include the following information:

- Project description and construction estimate.
- Key members of Offeror's team (Principle in Charge, Design Manager, PM, etc.) assigned to each project.
- Include a resume for each key team member.
- Status and schedule for completion with original completion and projected completion.

2.4.2.6 Active professional registration/affiliations of team members.

2.4.2.7 Capability to provide qualified back-up staffing for key personnel to ensure continuity of services and ability to surge to meet unexpected project demands.

2.4.2.8 Demonstrate how construction costs, schedules and construction budgets have been managed on recently awarded public contract. Use examples of actual projects of similar size and type as required by this contract.

2.4.4.9 Provide information comparing original construction cost

estimates to bid costs to final construction costs.

Note: Key personnel are essential to the work performed under the Contract. Prior to making any material changes to Task Order key personnel, the Contractor shall notify the CCRTA's Managing Director of Capital Programs and the Procurement Department listed in this RFQ one (1) week in advance with detailed change justification. Contractor shall replace key personnel immediately, and further acknowledges "time is of the essence". The CCRTA reserves the right to remove key personnel, when in the sole discretion of the CCRTA, identified personnel do not demonstrate adequate technical or professional relationship requirements. The Contractor shall make no material changes in key personnel without the written consent of the Managing Director of Capital Programs and Customer Services and the Procurement Department.

2.4.3 Capacity and Capability of Firm (20 pts)

Address your firm's capacity and capability to complete the final design scope and Contract administration upon being given the Notice to Proceed.

- Describe your firm's project work approach including your perspective and experience on **partnering, quality control, project scheduling, changes in the scope of services**, and construction safety.
- Describe the systems used for planning, scheduling, estimating, and managing construction.
- Describe your interpretation of the CCRTA's objectives with regard to this RFQ. Elaborate on the proposed strategy and/or plan for achieving the objectives of this RFQ. Offeror may utilize a written narrative or any other printed technique to demonstrate the capability of the firm to satisfy the Scope of Services. Discuss the firm's ability to work on fast-tracked projects. The narrative should describe the firm's particular abilities and qualifications related to this project. If the firm has multiple office locations, specify which office shall complete the primary design work.
- Describe capabilities relevant to the development and delivery of governmental/public/transit projects that differentiates your team from others in the industry.
- Provide examples of when you have used these capabilities and the impacts that were achieved.

2.4.4 Management and Organizational Approach (10 pts)

On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

- Describe your firm's understanding of the project.
- Describe how the firm will organize to perform the services.
- Describe the optimum level of collaboration between project team members and the roles each primary team member plays in a successful project, including the Owner's Representative role.
- Describe how the firm will solicit in the programming and design phases of the interested stakeholders. This includes community residents, CCRTA Board of Directors, CCRTA staff, and CCRTA riders.
- Provide procedures for assisting in the development of project scheduling, coordination of Consultants, quality and cost control.
- Describe the architectural team's approach for communication with the CCRTA and the Construction Manager (if applicable) and the Owner's Representative/Project Manager.
- Description of Architect's approach to code analysis and jurisdictional approvals.
- Generally, describe your firm's approach to address project budget control, maintainability/durability, sustainable building principles and processes, as well as energy efficiency standards and building or facility commissioning and operational costs.
- Include unique capabilities your proposed team would employ and how your organizational structure would help ensure plan tasks are executed to maintain the integrity of the original project schedule.
- In the event the team falls behind schedule, what remedies would be utilized to make up time in order to meet and maintain the original schedule.

2.4.5 Responsiveness to the Agency's Needs (10 pts)

- Briefly describe any innovative approaches that the firm will

employ in responding to the Scope of Services.

- Provide any additional information or description of resources supporting the firm's capability to meet the needs defined in the Scope of Services.

2.4.6 Performance Standards (10 pts)

- Describe the process to be used to administer the construction phases, e.g., meetings, site visits, requests for information, etc.
- Describe your mode of response to CCRTA's requests for program design changes, to a field clarification, and to a change request.
- Briefly explain how your firm coordinates and interfaces between firm's drawings and those of consulting professionals.
- Describe your methods for determining the validity and cost responsibility of change orders.
- Describe your responsibilities at construction completion. Include your methods for reviewing and resolving punch list items and confirming that equipment and other elements of the project function properly.
- Describe concepts or design elements you have used to promote safety and security.
- Describe concepts or design elements you have used to promote the successful integration of technology into built environment.
- Describe any experience with warranty inspections following one year from the completion of the project.

2.4.7 Quality Control Program (and Safety) (5 pts)

Description of the firm's construction safety program including; safety plans; policies and safety record.

2.4.8 Disadvantaged Business Enterprise Participation (5 pts)

Firms must describe the type(s) of DBE firm(s) and proposed percentage rate that will be awarded to that firm (i.e.; printing - 2%). (The goal is five percent (5%) DBE participation.) Also, firms must include how they have provided for DBE participation on other similar governmental Contracts.

3.0 INTERVIEW (15 Bonus Points)

If interviews are deemed necessary, Firms will be notified within 10 to 15 days in advance of interviews. Virtual interviews will be an option. Interviewees will be asked to present the following information:

- Background information of the firm (3 pts)
- Introduction of the staff/consultants that will be working on the CCRTA's projects and their background with the firm and on previously, similar projects needed in this proposal. (3 pts)
- Discussion of three major design projects undertaken in last 10 years. (3 pts)
- Work history with governmental entities (i.e., CCISD, City of Corpus Christi, Nueces County, Del Mar College) over the last five (5) years. (3 pts)
- Discussion of work plan for the project. (3 pts)

4.0 EVALUATION FACTORS/SUBMITAL CONTENT

The CCRTA will conduct a comprehensive, fair and impartial evaluation of all Statement of Qualifications received in response to this RFQ. Each Statement of Qualification will first be analyzed to determine overall responsiveness and completeness as defined in the, "Instructions to Offerors" Section and the Evaluation Criteria section of this RFQ. Failure to comply with the instructions or submission of a Statement of Qualification that does not satisfy these sections may result in the Statement of Qualification being deemed non-responsive and may, at the discretion of the Committee, as defined below, result in the Statement of Qualification being eliminated from further consideration.

The CCRTA will use a Staff Evaluation Team to initially evaluate the submittals. If the CCRTA deems it necessary, interviews will be set up with the highest scoring firms. The selected firms will have to be recommended to the CCRTA's Board of Directors for their approval before Contract negotiations begin.

The selected Offerors will then negotiate with the CCRTA on fee and Contract conditions. If a reasonable fee cannot be achieved with the Offeror that was selected for the pool, in the opinion of the CCRTA, negotiations will proceed with the other Offerors who submitted a Statement of Qualifications until enough mutually agreed Contracts can be negotiated.

4.1 Evaluation Criteria

The criteria used to evaluate the RFQ responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

Evaluation Factors

Evaluation factors, ranked in descending order of importance, are as follows:

Evaluation Criteria	Points
Firm Experience (with similar efforts, particularly related to projects in the public sector)	20
Team Experience	20
Capacity and Capability	20
Management and Organizational Approach	10
Responsiveness to the Agency's Needs	10
Performance Standards	10
Quality Control Program	5
Response to the Disadvantaged Business (DBE) Enterprise Requirements	5
Total Points	100
Interview Bonus Scores	15

The maximum evaluation score before interviews is 100 points. In order to be deemed a responsible Offeror the following conditions must be met.

- Firm must have designed at least one transit or public/municipality facility.
- Firm must have performed services for a public agency within the last five (5) years.
- Firm must have experience in balancing cost and design, experienced personnel assigned to the project and experience working with facility users, advisory boards, staff, elected officials and the public.

4.2 Selection Criteria

Initial selection will be based on the evaluation criteria noted above. After the CCRTA makes its initial selection and the recommendation is approved by the Board of Directors, it will proceed to negotiate a Contract at a fair and reasonable price (based on hourly rates) with the selected firm or firms. Should this not proceed in a satisfactory manner, the CCRTA has the right to

discontinue negotiations with the selected firm and begin negotiations with the next best-rated firm or firms.

4.3 Additional Instructions, Notifications, and Information

4.3.1 No Gratuities – Offerors will not offer any gratuities, favors, or anything of monetary value to any official or employee of the CCRTA for the purpose of influencing this selection. Any attempt by a Offeror to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of the Staff Evaluation Team, which are outside of the established process, should not be initiated.

4.3.2 All Information True – By submitting a response, the Offeror represents and warrants to the CCRTA that all information provided in the response submitted shall be true, correct and complete. Offerors who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the CCRTA for consideration in the selection process may be excluded.

4.3.3 Interviews – After the initial evaluation of the Statements of Qualifications, Offerors will be notified of their status in the selection process. If interviews are conducted, Offerors who are “short- listed” should expect and anticipate subsequent interviews which will most likely focus not only on the Offeror’s program approach but also on an appraisal of the design professionals who would be directly involved in the Project. Once the Offerors have been selected for interviews and notified they will be given a written description of what to provide for the interview.

4.3.4 Inquiries – Offerors will be contacted when it is appropriate to do so. Inquiries should be made via email to the Procurement Department at procurement@ccrta.org. Information provided to one potential firm will be provided equally via email, to all. Oral responses will not be binding.

4.3.5 Contract Negotiations – This RFQ is not to be construed as a Contract or as a commitment of any kind. If this RFQ results in a Contract offer by the CCRTA, the specific Scope of Services, associated fees, and other contractual matters will be determined during Contract negotiations. To ensure that the appropriate staff is assigned to the Project, the CCRTA intends to include a “key persons” clause as part of the Contract negotiations.

4.3.6 No Obligation – The CCRTA reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (4) accept any submittal or portion of submittal; (5) reject any or all Offerors submitting responses, should it be deemed in the CCRTA best interest; or (6) cancel the entire process.

4.3.7 Professional Liability Insurance – The Offeror shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Texas.

4.4 CONTENT OF SUBMITTAL

To enable the CCRTA to efficiently evaluate the responses, it is important that Offerors follow the required format in preparing their responses. **RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.**

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

Divider #1: Cover Letter

Divider #2 – Table of Contents

Divider #3 – Minimum Requirements Form/any documentation and Reference Form

Divider #4: Statement of Qualifications Information

1. Firm Experience,
2. Team Experience,
3. Capacity and Capability of the Firm,
4. Management and organizational Approach,
5. Responsiveness to Agency Needs,
6. Performance Standards,
7. Quality Control Program (and Safety), and
8. Disadvantage Business Enterprise (DBE).

TASK ORDER PROCEDURES FOR INDEFINITE-DELIVERY / INDEFINITE QUANTITY (ID/IQ) CONTRACTS

1.0 INTRODUCTION

This procurement shall follow the listed procedures as outlined within this section. Offerors awarded a Task Order Contract shall pay close attention to the process and shall not deviate or take exceptions to the process. If any deviations are found, the selected Offeror shall be referenced as non-responsive/responsible to the Request for Qualifications and the CCRTA shall move forward to the next highly qualified firm.

2.0 GENERAL INFORMATION

The CCRTA shall define the Scope of Services and the anticipated performance period for each individual task order.

3.0 PROCEDURES FOR ISSUANCE OF TASK ORDERS

The following procedures listed within this procurement have been developed in issuing Task Order Contracts, including the ordering media, and if multiple awards may be made, the procedures and selection criteria that the CCRTA will use to provide awardees a fair opportunity to be considered for each order.

Once the master Contracts are awarded, the CCRTA will perform a Qualifications Based Selection process consistent with the "Brooks Act" (40 U.S.C. Chapter 11) for individual Scopes of Work as they arise, resulting in the award of individual task orders off the master Contract. The enabling instrument that will authorize the commencement of work negotiated in the Task Order shall be in the form of a CCRTA Task Order Contract.

3.1 As services are required, the CCRTA will first review the current data files on eligible Offerors awarded on the IDIQ.

3.2 Then, the CCRTA's project team will evaluate the Offerors utilizing the same applicable Evaluation Criteria, as used previously with the same scoring criteria for each Task Order Contract. Please see list below:

- Firm Experience
- Team Experience
- Capacity and Capability of the Firm
- Management and Organizational Approach
- Responsiveness to Agency Needs

- Performance Standards
- Quality Control Program (and Safety)
- Disadvantage Business Enterprise (DBE).

3.3 The CCRTA will provide a synopsis of the desired Scope of Work and hold discussions with the most highly qualified Offerors regarding concepts and the relative utility of alternative methods of furnishing the required services for that particular Scope of Work.

3.4 Upon completion, the CCRTA will generate a report summarizing the process, and ranking the Offerors in order of technical appropriateness for the Task Order Scope of Work. Then, the CCRTA will enter into price negotiations with the highest-ranked Offerors, utilizing the pre-negotiated rates negotiated with the Offerors in the master Contracts.

3.5 If a negotiated price cannot be reached, the CCRTA will terminate negotiations with the highest- ranked Offeror, and begin negotiations with the second-highest ranked firm, and continue until a satisfactory price can be reached with a qualified Offeror.

3.6 In the event that the Offeror (or all Offerors) have been unsuccessful in negotiating terms, the CCRTA may revise the Scope of the Work and re-engage the Offerors(s) beginning again with the most qualified Offeror.

4.0 AWARD OF TASK ORDERS

The CCRTA anticipates awarding task orders based on qualifications in accordance with the “Brooks Act” as defined by FTA Circular 4220.1F. Within the three (3) year base period of award, and the two-year option for awarded task orders, there may not be any work assigned to a Contractor, however, all Contractors shall be prepared to accept the terms and conditions of the standard master Contract.

The CCRTA will issue a Task Order Contract that shall include but not limited to the following items below:

- Scope of Work
- Period of Performance
- The firm fixed price or fixed rate with Not-to-Exceed amount (additional amount allowed upon approval) Contract.
- Contractor’s Project Manager’s, and Client Services Representative’s (if other than Project Manager) contact information.

STATEMENT OF WORK

1.0 INTRODUCTION

The CCRTA is issuing a Request for Qualifications (RFQ) to licensed qualified architectural firms interested in providing general architectural design and construction administration services in connection with various future CCRTA projects.

For the purpose of this RFQ and prospect Contract, “Offeror” refers to an individual, a firm, or a team of individuals associated, and/or firms which may respond to the RFQ to provide the services as are herein outlined and requested. Interested parties are thus invited to submit qualifications in accordance with the guidelines described throughout this package.

Created in 1986, the CCRTA provides essentially all of the public transportation services to the citizens of its region. This region spans 838 square miles and covers virtually all of Nueces County, including the cities of Bishop, Corpus Christi, Driscoll, Gregory, Banquette, Agua Dulce, Robstown, Port Aransas and San Patricio, including the unincorporated areas of the County. The CCRTA has four Transit Stations within its service area and approximately 1,375 bus stops. The CCRTA provides multiple service delivery options including conventional Fixed-Route (Local, Crosstown, Neighborhood, Rural and Commuter Express), CCRTA B-Line (Paratransit) services, and Vanpool services

2.0 UPCOMING CCRTA PROJECTS

2.1 Port Ayers Transfer Station Reconstruction Project

The CCRTA plans to reconstruct the Port Ayers Transfer Station in Corpus Christi, Texas. The structure is located at 4311 Ayers Street, at the intersection of Port Street and Ayers Street. The station was built in 1994. The station has the second highest ridership after the Staples Street Station. There are a total of seven (7) bays; three (3) bus bays on Ayers Street and four (4) on the Port Street side.

The new structure will replace the old structure and the old structure will be demolished once the new station is built. The objective is to keep the existing station in operation while building the new station.

The existing station has inherent issues which includes the last bus bay not being large enough to fit the last bus on Ayers Street. Also, there is not a clear line of sight with the current design of the station with the various large columnar archways and with two small buildings in the center. The lighting is metal halide fixtures in the parking area, and the light fixtures in the station are not energy efficient and do not provide enough lighting at night. The bus operator restroom is small and has plumbing and A/C issues. The mechanical/janitorial building is

also too small and outdated.

The CCRTA owns the property adjacent to Port Ayers Transfer Station, which consist of approximately three acres, which has a parking lot and a bank building on it. The property will be used for the new station.

The new station will be located on the property and completely off Ayers Street and Port Street. The CCRTA would like the new station to have a similar open canopy like design scheme as the Staples Street Station at 602 North Staples, but with enhancements. The goal is not to have the new station mirror the Staples Street Station but to use some of the same design techniques. As part of the design theme the following items will be major drivers in the design process, safety enhancements at the station and surrounding pedestrian pathways, ADA universal design concepts, energy efficient lighting/equipment, modern technology elements, and customer amenities.

2.2 Del Mar South Campus – Bus Stops (2)

The Del Mar College -South Campus Bus Stations Project, is a partnership with Del Mar College, which would provide two new transit locations on the Southside of Corpus Christi. The Scope of Work for the first phase will include the build out of two super bus stops, one on Yorktown Boulevard and one on Rodd Field Road. The station initially will have a full bus turn-in with two canopies for shelter coverage for CCRTA riders from the sun, along with the full build out of the bus turn-in, which will allow up to four (4) buses to be parked in a linear fashion.

3.0 VARIOUS OTHER PROJECTS

The CCRTA is always looking to the future for new ways to promote/support the CCRTA's service opportunities and new amenities. Possible projects/task orders being discussed for the future, include new Park and Ride lots, electric charging stations with air-conditioned buildings, for patrons to wait while the vehicle is charging, and assistance with grant application packages, as they are announced by the Federal Transit Administration (FTA), usually on an annual basis.

Other potential projects being discussed included, an electric charging station/s for electric buses, environmental phase I reviews, existing transfer station renovations to bring stations to a "State of Good Repair" as well as transit asset assessments to meet FTA reporting guidelines.

SCOPE OF SERVICES

1.0 BACKGROUND

The CCRTA is planning to upgrade and expand the CCRTA's facilities and implement new projects and programs in support of the CCRTA's goals and objectives. The CCRTA operates a wide variety of facilities in Corpus Christi and surrounding Nueces County small cities including 1,375 bus stops, one three story administration office building, as well as a two-story Operations Facility office building, one Maintenance Shop, one Fuel Island and CNG Compressor compound, a Bus Wash Facility, and four main transfer stations. The CCRTA also owns vacant land adjacent to the CCRTA's Operations Facility.

1.1 In order to support the CCRTA's efforts to upgrade, modernize and improve these facilities, the CCRTA is seeking to establish a panel of well qualified Architectural Contractors to provide professional services on an as-needed basis during the Task Order ordering period. The performance period of any individual Task Order, including all modifications may not exceed the three-year base and if awarded, the one (1) two-year option. year. Some of the actual projects, scope of services, and budgets for the individual projects remain to be determined.

The CCRTA anticipates work in support of projects at any of the CCRTA's facilities in Corpus Christi and surrounding Nueces County small cities. Anticipated work may also include support services such as plan checking, operations and construction coordination, and constructability review, and site phasing and utilization evaluation services.

1.2 Many projects are grant funded through the Federal Transit Administration (FTA) and potentially, the State of Texas, and must comply with those agency requirements.

2.0 Basic Services

The following services are expected to be provided as part of any Task Order Contract.

2.1 Preliminary Phase

The Architect will:

- a) Attend Project Kick-off Meeting and distribute meeting minutes to attendees within five (5) working days of the meeting.
- b) Provide recommended geotechnical investigations scope and coordinate testing with geotechnical consultant.
- c) Request and review available reports, record drawings, utility maps and other information provided by the CCRTA pertaining to the project area.

- d) Develop preliminary requirements for utility relocations, replacements, or upgrades. Coordinate with the CCRTA's Project Manager (PM) and identify Operating Departments' potential project needs.
- e) On a schematic strip map, identify the existing right-of-way and include any preliminary right-of-way acquisition requirements that may be needed.
- f) Prepare preliminary opinions of probable construction costs for the recommended improvements.
- g) Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. Submit a list of identified companies to the CCRTA.
- h) The Architect will participate in discussions with the CCRTA's CEO, and various other Operating Departments; as needed, as well as, other agencies (such as the Texas Department of Transportation (TXDOT) and Texas Commission of Environmental Quality (TCEQ) as required to satisfactorily complete the Project. Any directions or changes to the scope provided by the Architect, Contractor or other agencies shall be reviewed with the CCRTA prior to including/excluding from the Scope of Work.
- i) Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, coordinate with agencies such as the City of Corpus Christi, small cities in Nueces County, affected school districts (CCISD, FBISD, etc.), community groups, etc.
- j) Identify and recommend public outreach and community stakeholder requirements.
- k) Prepare an Architectural Letter Report (ALR) (20 – 25 page main-body text document with supporting appendices) that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents. The ALR shall provide and include:
 - i. A concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, sealed survey including topographic, right-of-way and utilities location information (per scope in Topographic and Right-of-Way (ROW) Survey services), right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, existing electric and communication utility companies and private pipeline companies, identification of quality and quantity of materials of construction, and other factors required for a professional design.
 - ii. Include existing site photos with location key map.

- iii. Provide opinion of probable construction costs.
- iv. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as a CCRTA agent or with the CCRTA's participation and coordinate with agencies such as TCEQ, City of Corpus Christi, Nueces County small cities, CCISD, community groups, TDLR, etc.
- v. Summary of Geotechnical Report findings and criteria for site work and concrete parking lot design.
 - Analyze proposed pavement options and provide recommendation for most cost-effective pavement section that accommodates traffic requirements, budget constraints, utility needs, etc.
- vi. Provide preliminary index of anticipated drawings and specifications.
- vii. Provide a preliminary summary table of anticipated required Right of Way (ROW) parcels
- l) Submit one (1) copy in an approved electronic format, and three (3) hard copies of the Draft Architectural Letter Report.
- m) **Initiate** ALR submittal discussion with the CCRTA's Project Manager to brief the Project Manager on any concerns or issues prior to distribution of ALR submittal.
- n) Participate in Project review meeting with CCRTA staff and others on the Draft Architectural Letter Report as scheduled by the CCRTA's Project Manager.
- o) Review comments and questions and provide written responses to the CCRTA's Project Manager.
- p) Assimilate all CCRTA review comments into the **Final Architectural Letter Report** (ALR). Provide one (1) electronic and one (1) hard copy using CCRTA Standards as applicable and suitable for reproduction.

2.2 Design Phase

Upon approval of the preliminary phase, designated by receiving authorization to proceed from the CCRTA, the Architect will:

- a) Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. Inform private utility and pipeline owners whose facilities fall within the project limits of the proposed improvements. Identify areas of potential conflicts. Coordinate with private utility and pipeline owners to obtain information on their respective utility/pipeline, up to and including Level a Subsurface Utility Engineering (SUE)UE by the private utility/pipeline owner, as necessary. Coordinate necessary adjustments and provide a project schedule to utility/pipeline owner. Provide utility/pipeline relocation schedule to the CCRTA and update monthly.
- b) Coordinate with AEP and the City of Corpus Christi's Traffic Engineering Office to identify the location of the electrical power conduit for street lighting and traffic signalization.

- c) Identify the approximate locations and areas of existing utilities and pipelines that may have a significant potential impact on the proposed facilities construction and for which further investigations utilizing SUE may be required during the design phase. These critical locations and their basis of potential impact are to be clearly provided on a layout for the CCRTA's Project Manager.
- d) Identify any potential needs for testing, handling and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- e) Prepare the construction documents for the work identified in the approved ALR. Construction plans shall include improvements or modifications for the selected project.
 - i. Prepare construction plans on full-size (22" x 34").
 - ii. Prepare a Traffic Control and Construction Sequencing Plans (TCP). The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning signs, barricades requirements, as well as standards sheets for barricades, traffic control, work zone pavement markings and signage.
--- OR---
Provide Traffic Control parameters, sequencing and performance requirements for the Contractors to develop the construction TCP.
 - iii. Provide pollution control measures and Best Management Practice (BMP) layout for the Contractor's Storm Water Pollution Prevention Plan, using the CCRTA's Standard Notes and BMP Detail Sheets as applicable.
 - iv. Include computer model results and calculations used to analyze drainage.
- f) Submit three (3) sets of the **interim plans** (60% submittal) in electronic and half-size (11" x 17") hard copies to CCRTA staff for review and approval purposes with 60% estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities and stakeholders.
 - i. **Required** with the interim plans is:
 - Design Submittal Packet Checklist
 - Executive Summary of the 60% submittal, which will identify and briefly summarize the Project by distinguishing key elements of the Project, decisions made, outstanding issues, items TBD, Opinion of Probable Construction Costs (OPCC) compared to construction budget and the schedule with changes identified.
 - Project Submittal Checklist
 - Drawing Review Checklist
 - OPCC
 - Drawings
 - Draft Table of Contents with specification list
 - ii. Initiate 60% submittal discussion with CCRTA PM to brief PM on any concerns or issues prior to distribution of 60% submittal.
- g) Participate in Project 60% review meeting. Prepare and distribute

meeting minutes to attendees within five (5) working days of the meeting. Assimilate all review comments, as appropriate, and upon confirmation from the CCRTA PM proceed to the 90% design.

- h) Submit three (3) sets of the **pre-final plans and bid documents** (90% submittal) in electronic and half-size hard copies to CCRTA staff for review and approval purposes. Include the 90% estimate of probable construction costs, 90% submittal Executive Summary, Submittal Packet, Project, and Drawing Checklists, responses to previous review comments and the Contract Document Book with in-line Track Changes in red to identify all proposed edits to the CCRTA Construction Contracts.
- i) Participate in Project 90% review meeting. Prepare and distribute meeting minutes to attendees within five (5) working days of the meeting. Assimilate all review comments, as appropriate, and proceed to the pre-ATA (Authorize for Advertisement) submittal.
- j) Provide one (1) set of the **pre-ATA** plans (100% unsealed and unstamped) in electronic and half-size hard copy for CCRTA Pre-ATA review. Include the pre-ATA OPCC and written responses to previous review comments. The pre-ATA (100%) submittal will not include a full distribution and review unless as per a CCRTA staff review, the questions from the previous review have not been adequately addressed or resolved in the pre-ATA submittal. If this occurs, the CCRTA may request additional distribution, meeting, review and related revisions at no additional cost to the CCRTA. See item (l) below.
- k) Assimilate all pre-ATA comments, as appropriate, and provide one (1) set of the **final plans and contract documents** (signed and sealed, electronic and half-size hard copy) suitable for reproduction. Said bid documents henceforth become the shared intellectual property of the CCRTA and the Consultant. The CCRTA agrees that any modifications of the submitted final plans (for other uses by the CCRTA) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.
- l) Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by CCRTA. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this Contract) if, in the opinion of the CCRTA staff, Consultant has not adequately addressed CCRTA-provided review comments or provided submittals in accordance with CCRTA standards.
- m) Prepare and submit Monthly Status Reports to the PM no later than the last Wednesday of each month with action items developed from monthly progress and review meetings.

The CCRTA staff will:

- a) Designate an individual to have responsibility, authority, and control for coordinating activities for the Project.
- b) Provide the budget for the Project specifying the funds available for the construction contract.

- c) Front End Contract Documents, and forms for required bid documents.

2.3 Bid Phase

The Architect will:

- a) Participate in the pre-bid conference to discuss the scope of work and to answer scope questions.
- b) Review all questions concerning the bid documents and prepare any revisions to the plans, specifications, and bid form that are necessary.
- c) Attend bid opening and assist with the evaluation of bids.
- d) Assist with the review of the Contractor's Statement of Experience and confirm it meets Contract requirements.
- e) For bids over budget, the Architect will confer with CCRTA staff and provide and, if necessary, make such revisions to the bid documents as the CCRTA's staff deems necessary to re-advertise the Project for bids.
- f) Provide two (2) hard copy sets and one (1) electronic set of **conformed drawings and conformed Contract Documents** (PDF and original format [CAD/Word/etc.]) to the CCRTA.

2.4 Construction Administration Phase

The Architect will perform contract administration to include the following:

- a) Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacting the project.
- b) Review Contractor submittals and operating and maintenance manuals for conformance to Contract Documents.
- c) If requested by the CCRTA, review and interpret field and laboratory tests.
- d) Provide interpretations and clarifications of the Contract Documents for the Contractor and authorize required changes, which do not affect the Contractor's price and are not contrary to the general interest of the CCRTA under the Contract as requested by the Owner's Authorized Representative (OAR).
- e) Make periodic visits to the site of the Project to confer with the CCRTA's Project Manager and Contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the Contract Documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
- f) Provide interpretations and clarifications of the plans and specifications for the Contractor and recommendations to the CCRTA for minor changes which do not affect the Contractor's price

- and are not contrary to the general interest of the CCRTA under the Contract as requested by the OAR.
- g) Attend final inspection with CCRTA staff, provide punch list items to the CCRTA for Contractor completion, and provide the CCRTA with a Certificate of Completion for the Project upon successful completion of the Project.
 - h) Review Contractor-provided construction “red-line” drawings. Prepare Project Record Drawings and provide a reproducible set and electronic file (both PDF and AutoCAD r.14 or later) within one (1) month of receiving the Contractor’s red-line drawings. All drawings shall be CADD drawn using .dwg format in AutoCAD, and graphics data will be in .dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. The Record Drawings should incorporate the Contractor’s red-lines and identify all changes made during construction. The Drawing Cover and each sheet should be clearly identified as the Record Drawing and should indicate the basis and date.
 - i) When requested by the OAR, assist in addressing Request for Information (RFI) submitted by the Contractor.

The CCRTA staff will:

- a) Review applications/estimates for payments to the Contractor, submitted to the Architect for initial review and the confirmation of quantities.
- b) Conduct the final inspection with the Architect.

3.0 ADDITIONAL SERVICES

This section defines the scope of additional services that may only be included as part of this Contract if authorized by the Managing Director of Capital Projects and Customer Services. The Architect may not begin work on any services under this section without specific written authorization by the Managing Director of Capital Projects and Customer Services. Fees for Additional Services are an allowance for potential services to be provided and will be **negotiated** by the Managing Director of Capital Projects and Customer Services as required. The Architect shall, with written authorization by the Managing Director of Capital Projects and Customer Services, perform the following:

3.1 Permit Preparation

Furnish the CCRTA all engineering data and documentation necessary for all required permits. The Architect will prepare this documentation for all required signatures. The Architect will prepare and submit identified permits **as applicable** to the appropriate local, state, and federal authorities, including:

- a) Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area

- b) TxDOT utility and environmental permits, multiple use agreements
- c) Wetlands Delineation and Permit
- d) Temporary Discharge Permit
- e) NPDES Permit/Amendments (including SSC, NOI, NOT)
- f) Texas Commission of Environmental Quality (TCEQ) Permits/Amendments
- g) Nueces County
- h) Texas Historical Commission (THC)
- i) U.S. Fish and Wildlife Service (USFWS)
- j) U.S. Army Corps of Engineers (USACE)
- k) United States Environmental Protection Agency (USEPA)
- l) Texas Department of Licensing and Regulation (TDLR)
- v. Register the project with the Texas Department of Licensing and Regulation (TDLR) and pay associated fee.
- vi. Provide copy of Contract Documents along with appropriate fee to TDLR for review and approval of accessibility requirements for pedestrian improvements by a Registered Accessibility Specialist (RAS).
- vii. Coordinate RAS inspection services at the end of construction and pay associated fee.
- m) Texas General Land Office (TGLO)
- n) Other agency project-specific permits

3.1 Environmental Issues

Identify and develop a scope of work for any testing, handling and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.

3.4 Public Involvement

Option 1 (In Person)

If Public Meetings are deemed necessary, participation by the Architect will be required and there could be up to two public meetings. One public meeting could be held after submittal of the Final ALR and one public meeting could be held prior to start of project construction. Prepare exhibits for meetings. Provide follow-up and response to citizen comments. Revise Contract drawings to address citizen comments, as directed by the CCRTA. Significant revisions based on public meeting feedback may be negotiated for an additional fee.

Option 2 (Virtual)

This digital public outreach includes the responding to and communicating with resident questions and concerns provided to you by the CCRTA's Marketing Department and Procurement Department, development of additional exhibits to highlight project details, reviewing of public outreach materials including brochures, mail outs, website, and social media graphics to ensure accuracy of documents, and additional zoom style meetings with stakeholders as needed during both the construction and design phase of the project.

3.5 Construction Observation Services – To be Determined.

3.6 Warranty Phase

Provide a maintenance guaranty inspection toward the end of the one-year (1) period after acceptance of the Project. Note defects requiring Contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the Contract. Document the condition and prepare a report for the CCRTA's staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to CCRTA staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.

4.0 SCHEDULE

The Architect shall adhere to the original Project Schedule and in the event that an activity is not met and the schedule changes, a revised schedule shall be submitted along with a justification explanation for the schedule change with the next month's Monthly Status Report.

Original Date	Revised Date	Activity
		NTP
		Draft ALR submittal
		CCRTA Review
		Final ALR submittal
		60% Design Submittal
		CCRTA Review
		90% Design Submittal
		CCRTA Review
		100% Pre-ATA Submittal
		Final Sealed Bid Package
		Advertise for Bids
		Pre-Bid Conference
		Receive Bids
		Contract Award
		Begin Construction
		Complete Construction

5.0 FEES

5.1 Fee for Basic Services.

The CCRTA will pay the Architect a sliding scale percentage of construction fee, for providing all “Basic Services” authorized as per the CCRTA’s Procurement Manual (Section 5, 5.2.1). The fees for Basic Services will not exceed those identified and will be full and total compensation for all services and for all expenses incurred in performing these services. For services provided, the Architect will submit monthly statements for services rendered. The statement will be based upon the Architect’s estimate (and with CCRTA concurrence) of the proportion of the total services completed at the time of billing. The CCRTA will make prompt monthly payments in response to the Architect’s monthly statements.

5.2 Fee for Additional Services.

For services authorized by the Managing Director of Capital Projects and Customer Services under Section 3.0. “Additional Services”, the CCRTA will pay the Architect a not-to-exceed fee.

STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICE STANDARDS.

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

2. INVOICES AND PAYMENTS.

The Architect shall submit separate invoices in duplicate to Corpus Christi RTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401 or electronically submitted by email to AccountsPayable@ccrta.org and to the DBE Liaison Officer at ccrtadbe@ccrta.org. Invoices should indicate the contract number and shall be itemized in accordance with the different components of work. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue”. The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review.

3. TOOLS, EQUIPMENT AND SUPPLIES.

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

4. ESTIMATED QUANTITIES.

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

5. LIABILITY INSURANCE COVERAGE.

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

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

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

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

6. WORKERS' COMPENSATION.

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

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

6.1. The following definitions shall apply:

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

Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA. Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor,

transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

6.9.2. provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

6.9.3. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

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

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

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

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

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

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

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities

and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claims be groundless, false or fraudulent.

8. INDEPENDENT CONTRACTOR.

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

9. ASSIGNMENT.

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

10. AMENDMENTS.

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

11. TERMINATION.

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

12. ADVERTISING.

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

13. GRATUITIES.

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

14. EQUAL OPPORTUNITY.

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

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

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

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

15. ENFORCEABILITY.

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

16. NOTICES.

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

17. INTERPRETATION.

This writing is intended by the parties as a final expression of their agreement and is

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

18. LIQUIDATED DAMAGES

For this IFB, liquidated damages have been included as part of the Scope of Work. Said damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due the CONTRACTOR.

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**FEDERAL SUPPLEMENTAL CONDITIONS
(PROFESSIONAL SERVICES – A&E)**

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 Professional Services including Architectural and Engineering Services. 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, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. 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 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, 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, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on the Contractor to the extent the US 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(l) on the 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

The 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. The Contractor's failure to comply shall constitute a material breach of the Contract.

5. Termination

(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 affected 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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. 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 contract 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 of 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)

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 sub-recipient, 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. Resolution of Disputes, Breaches, or Other Litigation

Remedies – 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 Chief Executive Officer (CEO). This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CCRTA's CEO. In connection with any 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 the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the CCRTA, the 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 the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the City of Corpus Christi, Nueces County, State of Texas.

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 the 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.

11. 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.

12. Clean Air

(1) The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q)

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

13. Clean Water

(1) The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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

14. 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

15. Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

16. Energy Conservation

The 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.

17. 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.

**SPECIAL PROVISIONS CONCERNING
DISADVANTAGED BUSINESS ENTERPRISES
(Federally-Funded Project)**

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

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

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

CCRTA HAS SET A GOAL OF 5% DBE PARTICIPATION FOR THIS CONTRACT

DBE RESPONSIVENESS REQUIREMENTS

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

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

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

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

DBE RESPONSIBILITY REQUIREMENTS

1. DBE Joint Ventures

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

2. Substitutions

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

CALCULATING DBE PARTICIPATION

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

3. Definitions

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

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

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

3.3 Is certified by the TUCP at the time of bid opening.

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

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

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

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

1. Any individual who CCRTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
 - a) *“Black Americans”*, which includes persons having origins in any of the Black racial groups of Africa.
 - b) *“Hispanic Americans”*, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c) *“Native American”*, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d) *“Asian Pacific American”*, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, and Hong Kong;
 - e) *“Subcontinent Asian American”*, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;
 - f) *“Women”*;
 - g) Any additional groups whose members are designated as socially and economically disadvantage by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.
4. General Conditions/DBE Calculations
CCRTA will use the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. CCRTA will make its certification decision based on the facts as a whole.

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

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

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

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

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

4.4 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4.5 When a DBE performs as a participant in a joint venture, CCRTA counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

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

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

under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.

- b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, CCRTA must examine similar transactions particularly those in which DBEs do not participate.
- c. If a DBE firm acting as a Contractor and/or as a subcontractor under this Contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, CCRTA must presume that it is not performing a commercially useful function.
- d. CCRTA used the following factors in determining whether a DBE trucking company is performing a commercially useful function:
 - i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
 - ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
 - iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
 - iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
 - v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and
 - vi. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the DBE, so long as the lease gives the DBE

absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- e. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. CCRTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 - f. CCRTA's decision on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to the United States Department of Transportation.
5. CCRTA counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, CCRTA counts 100% of the cost of the materials or supplies toward DBE goals;
 - b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
 - c. If materials or supplies are purchased from a DBE regular dealer, CCRTA counts 60% of the materials or supplies toward DBE goals;
 - d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
 - ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
 - iii. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;

iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, CCRTA counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided CCRTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. CCRTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;

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

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

GOOD FAITH EFFORTS

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

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

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

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when

the bidder might otherwise prefer to perform these work items with its own forces.

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

D. Negotiating in Good Faith with interested DBEs

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

- a. the names, addresses, and telephone numbers of DBEs that were considered
- b. a description of the information provided regarding the plans and specifications for the work selected for subcontracting
- c. evidence as to why additional agreements could not be reached for DBEs to perform the work.

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

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

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

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

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

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

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

RECONSIDERATION

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

Chief Executive Officer
CCRTA
602 N. Staples
Corpus Christi, TX 78401

The Reconsideration Official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

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

DOCUMENTATION REQUIREMENTS

6. Documentation of Subcontractors and Subcontractor Agreements after Contract Award

Within 30 days upon receipt of an executed purchase order and contract, the Contractor must

submit to the DBE Liaison Officer at CCRTA copies of SIGNED contracts between the Contractor and the DBE company/companies listed on its original DBE Schedules A and B.

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

6.1 Documentation of Payments Made to DBE Firms

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

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

6.2 CCRTA may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein.

CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this Contract. CCRTA reserves the right to review the certified payrolls for the Contractor and all contractors working on this Contract.

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

6.3 Substitution of Termination of DBE Firms

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

Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform work of its subcontractor in a way consistent with normal industry standards. Provided, however, that good

cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

3. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, non-discriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
6. CCRTA's DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that CCRTA's DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if;
 - The Contractor seeks to terminate DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or
 - So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

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

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

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

6.4 Inspection and Records

1. CCRTA may, with or without notice, periodically conduct on-site visits of or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in CCRTA's contracts. The DBE department may be assisted by other CCRTA staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.
2. CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this Contract.
3. CCRTA reserves the right to review the certified payrolls, performance/payment records concerning subcontractors' payroll records, tax returns and records, and books of accounts for the Contractor and all subcontractors working on any CCRTA contract. Full access shall be granted upon 48-hours' notice by CCRTA or any duly authorized representative thereof or any law enforcement authority.

6.5 Change Orders

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

6.6 Non-Compliance and Sanctions

1. Determination of Non-Compliance
 - a. It will be the responsibility of CCRTA's DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.
 - b. Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements.
 - c. If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, CCRTA will notify the Contractor of the deficiencies. Following notification, the Contractor shall have 60 days to cure the deficiencies. If the deficiencies are not cured, CCRTA shall make a determination of non-compliance and recommend the imposition of sanctions.

2. Sanctions for Non-Compliance

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

- i. Withholding of payments under the contract;
- ii. Recommendation not to exercise contract renewal option, if any;
- iii. Termination of the contract
- iv. Debarment from future business with CCRTA

CERTIFICATION FORMS

Please fill out and sign the following forms and return with your signed Statement of Qualifications.

Do NOT Alter Any Forms.

Doing so will deem your Statement of Qualifications as non-responsive.

Please fill out and sign the following forms and return with your signed Statement of Qualifications.

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 Statement of Qualifications.

**APPENDIX A
CERTIFICATION FORM**

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

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

Signature

Printed Name

Title

Date

APPENDIX B
CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned OFFEROR 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>).

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 D

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 _____, 2021.

Signed: _____

Printed Name: _____

Company Name: _____

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.		Must file online at www.ethics.state.tx.us/File																	
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)																
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Controlling</td> <td style="width: 50%; text-align: center;">Intermediary</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
5 Check only if there is NO Interested Party. <input type="checkbox"/>																			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (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																			

APPENDIX F
MINIMUM REQUIREMENTS

RFQ No. 2021-FS-12
General Architectural Services

1. Does your firm/employees have the required license/certification as outlined in Section 2.3.1 of the “Special Instructions” in this RFQ?

YES NO

Please provide the Architectural Firm’s Texas Board of Professional (TBPELS) registration number, each listed Architect’s TBPELS license number and experience with your Statement of Qualifications.

2. Does your firm/employees have the required five (5) years’ experience as outlined in Section 2.3.1 of the “Special Instructions” in this RFQ?

YES NO

3. Does your firm have any material lawsuits as outlined in Section 2.3.1 of the “Special Instructions” in this RFQ?

YES NO

If yes, please explain in detail and attach documentation.

4. Does your firm have any material regulatory issues as outlined in Section 2.3.1 of the “Special Instructions” in this RFQ?

YES NO

If yes, please explain in detail and attach documentation.

APPENDIX G



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 H

DBE Schedule A Checklist

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

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

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

INSTRUCTIONS FOR NET DBE CREDIT

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

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

If the materials or supplies are purchased from a DBE regular dealer, **count 60%** of the cost of the materials or supplies toward DBE goals.

A ***regular dealer*** is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character

described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

SCHEDULE A

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

NAME OF CONTRACTOR: (1) _____

NAME OF PROJECT: (2) _____

PHONE #: (3) _____

EMAIL: (4) _____

IFB/RFP NUMBER: (5) _____

TOTAL ESTIMATED CONTRACT AMOUNT: (6) \$ _____

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

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

(8) _____ and duly authorized representative of
(Title of Affiant)

(9) _____ and that I have personally reviewed the
(Name of Contractor)

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

NAME OF DBE SUBCONTRACTOR (10)	SCOPE OF WORK TO BE PERFORMED (11)	NET DBE CREDIT (12)	AGREED SUBCONTRACT PRICE (13)
NOTE: PRICES REPRESENTED ON THIS PAGE SHOULD ACCURATELY REFLECT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR *ONLY 60% OF AGREED SUCONTRACT PRICE MAY BE CREDITED FOR MATERIALS AND SUPPLIES. LIST ONLY CERTIFIED DBE OWNED & CONTROLLED FIRMS THAT WILL PARTICIPATE IN THIS CONTRACT.		TOTAL NET DBE CREDIT (14) \$	TOTAL DBE CONTRACT AMOUNT (15) \$

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

The Contractor will enter into written agreements with all listed DBE firms for work as indicated by this Schedule A and accompanying Schedules, and will enter into such agreements within 30 calendar days after receipt of the contract executed by CCRTA. In the event the Contractor cannot meet said 30-day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreements will be completed.

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

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

Name of Contractor's Affiant – Print

Title of Affiant

Signature

Date

DBE Schedule B Checklist

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

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

Subcontracting Levels

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

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

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

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

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

- 20. Completed Schedule C must be attached

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

TOTAL VALUE \$ _____ (12)

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

SCHEDULE B
AFFIDAVIT OF DBE SUBCONTRACTOR

Subcontracting Levels

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

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

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

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

NOTICE: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction of a third degree felony, and a penalty of one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements. Any willful falsification of fraudulent statement also may result in debarment from participation in any future federally-assisted contracts.

The undersigned will enter into a written agreement for the above work with the Contractor conditioned upon its execution of a contract with CCRTA, and will do so within 30 calendar

days of receipt of a signed contract from CCRTA.

(17) _____
Print – Name and Title

(18) _____
Signature of Owner, President or Authorized Agent of DBE

(19) _____
Date

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

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

Pursuant to 49 CFR §26.27, CCRTA encourages you to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals within your community.

SCHEDULE C
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

I. Name of joint venture:

Address of joint venture

Street City State Zip code

Phone Number (Joint venture): (_____) _____

II. Identify each non-DBE venture:

Name of Firm

Address

Street City State Zip code

Phone Number: (_____) _____

DBE Contact Person: _____

III. Identify each DBE Venture:

Name of Firm

Street City State Zip code

Phone Number: (_____) _____

DBE Contact Person: _____

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

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

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

VII. Ownership of the Joint Venture:

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

DBE ownership percentage: _____

Non-DBE ownership percentage: _____

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

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amount of initial contribution: \$ _____

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

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

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

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

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

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

- A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:



**SCHEDULE D
DBE PAYMENT REPORT FORM**

Corpus Christi Regional Transportation Authority
602 N. Staples St. Corpus Christi, TX 78401

1) Invoice Number:	2) Report Number:	
3) Reporting Period:	From:	To:

INSTRUCTIONS: All prime contractors and consultants are required to complete and submit this report to the DBE Liaison Officer with a copy of the invoice every 30th day of the month, until FINAL payment of the contract. Use additional sheets if reporting more than two subcontractors.

NOTE: Failure to comply with CCRTA's Disadvantaged Business Enterprise (DBEs) provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with CCRTA in the future in accordance with the procedures set forth in CCRTA's Procurement Regulations. To complete this report, see detailed instructions on the preceding page.

4) CCRTA Contract Number:			
5) Type of Contract:	Construction	Professional Service	Supply/Commodity Service
6) Contractor's Business Name:			
Address:		Phone No.:	
7) Date of Contract Award:			
8) Estimated Date of Completion:			
9) Original Contract Amount:			
10) Current Amended Contract Amount (including Modifications):			
11) Total Amount Received to Date:			
12) Total Amount Owed:		Amount of This Invoice:	
13) Committed Disadvantaged Business Participation:			
14) Actual Disadvantaged Business Enterprise (DBE) Percentage (%) to Date:			
(Calculation of DBE%: Dollar Amount Paid to DBE divided by Dollar Amount Received by Contractor from CCRTA)			
15) SUBCONTRACTOR NAME:			
16) Is Subcontractor DBE Certified?	Yes, Certificate # _____	No	Yes, Certificate# _____ No
17) Description of Work:			
18) Amount & Date of Last Payment:			
19) Subcontract Value (in \$\$):			
20) Total Amount Paid-to-Date (in \$\$):			
21) Percentage (%) Paid to Date:			
22) Amount of This Invoice Allocated to Subcontractor:			

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will make payments within five (5) days of receipt of funds from CCRTA for progress and/or final payment to our subcontractors and suppliers in accordance with contractual arrangements with them.

COMPANY OFFICIAL'S NAME & TITLE:	
COMPANY OFFICIAL'S SIGNATURE:	DATE SIGNED:
NAME & TITLE OF INDIVIDUAL COMPLETING REPORT:	

SCHEDULE D

INSTRUCTIONS FOR CONTRACTORS “HOW TO FILL-OUT DBE PAYMENT REPORT FORM”

The DBE Payment Report is to be filled out by the Contractor and submitted with a copy of the invoice every 30th day of the month. The instructions below correspond to each item on the reverse side of the report. Please follow the instructions.

Please submit by email the completed DBE Payment Report form to the DBELO at ccrtadbe@ccrta.org.

1. **Invoice Number** – Fill in the invoice number accompanying this report.
2. **Report Number** – Fill in the number of the report you are sending in sequence. For example: if this is the second invoice you are submitting, you are sending in Report Number 2.
3. **Reporting Period** – This is to be filled in to state the period of time you are reporting. Example: From: February 1, 2021 To: February 31, 2021.
4. **CCRTA Contract Number** – Fill in the contract number assigned to your project by CCRTA; make sure that your invoice corresponds to the Contract No.
5. **Type of Contract** – Designate the type of contract that has been awarded to you by the CCRTA.
6. **Contractor’s Business Name, Address, and Phone Number** – Fill in your company’s name, address, and phone number
7. **Date of Contract Award** – Fill in the date contract was executed by both you and CCRTA.
8. **Estimated Date of Completion** – Fill in the completion date of contract as written in contract.
9. **Original Contract Amount** – Fill in dollar amount of original contract agree upon by you and CCRTA.
10. **Current Amended Contract Amount** – Fill in the dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications (change order). If applicable, include date of modification.
11. **Total Amount Received to Date** – Fill in the dollar amount you have received from CCRTA to date.
12. **Total Amount Owed** – Fill in the dollar amount of the contract minus amount paid to you by CCRTA.
13. **Committed Disadvantaged Business Participation** – Fill in the percentage of DBE participation you committed to obtain on the contract.
14. **Actual Disadvantaged % to Date** – Fill in the calculated dollar amount paid to the DBE divided by the dollar amount you received from CCRTA.
15. **Name of Subcontractor** – Name all DBE and non-DBE subcontractors used in this contract. Use additional sheets as necessary.
16. **Disadvantaged Business Enterprise (DBE)** – Select yes if subcontractor is certified DBE and indicate Certificate Number; if not DBE certified, select no.
17. **Description of Work** – State the work performed by the DBE and non-DBE subcontractor(s).
18. **Amount and Date of Last Payment** – State the amount and date of last payment made to each DBE and non-DBE subcontractor. Submit evidence of payment, i.e. cancelled check, check register, etc.
19. **Subcontractor Value (Dollars)** – State the committed dollar value to the DBE and non-DBE subcontractor for the duration of the contract.
20. **Percent of Earned Progress to Date** – State the percentage by dividing the dollar amount paid to the DBE and non-DBE subcontractors by the full amount committed to them.
21. **Amount Paid to Date (Dollars)** – Add all amount paid to each DBE and non-DBE subcontractor to date.
22. **Amount of This Invoice Allocated to Vendor/Subcontractor** – Fill in how much of this invoice will be paid to each DBE and non-DBE subcontractor.

APPENDIX I

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

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

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

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

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

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

APPENDIX J

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: _____

VENDOR: _____

PROJECT: RFP No. 2021-FS-12

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee

APPENDIX K

STATEMENT OF QUALIFICATIONS SUBMISSION CHECKLIST

This checklist is a tool to assist Offerors in including all required documents which must be submitted in the Offeror’s Statement of Qualifications package.

Statement of Qualifications Documents Required	Check
Statement of Qualifications MUST BE submitted in the following format:	
Statement of Qualifications Contents	
1. Cover Letter	
2. Table of Contents	
3. Firm Experience	
4. Team Experience	
5. Capacity and Capability	
6. Management and Organizational Approach	
7. Responsiveness to the Agency Needs	
8. Performance Standards	
9. Quality Control Program	
10. Response to the Disadvantaged Business Enterprise Requirements	
Certification Forms	
11. Certification Form (Appendix A)	
12. Certification and Statement of Qualifications (Appendix B)	
13. Disclosure of Interest Certification (Appendix C)	
14. Restriction of Lobbying (Appendix D)	
15. Minimum Requirements (Appendix F)	
16. Accessibility Policy (Appendix G)	
17. DBE Participation Form (Appendix H)	
18. References (Appendix I)	
Statement of Qualifications MUST include the following:	
1. One Original Statement of Qualifications	
2. Five hard copies of Statement of Qualifications	
3. One Electronic copy on a USB Flash Drive	
Statement of Qualifications Content	
1. Cover Letter – must be submitted	
2. Table of Contents – must be submitted	
3. Firm Experience - must be submitted	
4. Team Experience – must be submitted	

5. Capacity and Capability – must be submitted	
6. Management and Organizational Approach – must be submitted	
7. Responsiveness to Agency Needs – must be submitted	
8. Performance Standards	
9. Quality Control Program – must be submitted	
10. Response to Disadvantaged Business Enterprise Requirements	
Certification Forms	
11. Certification Form (Appendix A) – Sign, Print, Date and list Title	
12. Certification and Statement of Qualifications (Appendix B)	
- Certification and Statement of Qualifications (Appendix B) Offeror 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>i.e.</i>	

<i>Addendum No. 1, 2, and 3)</i>	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
13. Disclosure of Interest Certification (Appendix C)	
- Disclosure of Interest Certification (Appendix C) the Offeror 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	
14. Restrictions on Lobbying (Appendix D)	
- Restrictions on Lobbying (Appendix D) Offeror must:	
1. Name	
2. Title	
3. Company Name	
4. Date	
5. Sign	
6. Printed Name	
7. Company Name	
15. Minimum Requirements (Appendix F)	
- Minimum Requirements (Appendix F) Offer must:	
1. Answer Yes/No Questions	
2. Provide the Architectural Firm's Texas Board of Professional (TBPELS) registration number	
3. Provide each Architect's TBPELS license number and experience (Include this in your Statement of Qualifications)	
16. Accessibility Policy (Appendix G) – Sign, List Company, Position, and Date	
17. DBE Participation Forms Schedules A-C (Appendix H)	
- DBE Participation Forms Schedules A-C (Appendix H) Bidder must:	
1. DBE Checklists are provided to assist with the completion of the forms.	
2. If you have any questions regarding these forms please contact Laura Yaunk, DBE Liaison Officer at 361-903-3521 or ccrtadbe@ccrta.org .	
18. References (Appendix I) – include references	