



**REQUEST FOR PROPOSALS  
FOR  
BEAR LANE SECURITY CAMERAS**

**RFP NO: 2022-FP-19**

**Date Issued: November 1, 2022**

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) until 3:00 p.m. (CST) Tuesday, December 13, 2022 for Bear Lane Security Cameras. This is a supply and service contract to include installation, testing, warranty, and acceptance of an IP security camera system as well as the removal and disposal of the existing cameras being replaced. Proposals will be valid for one hundred eighty (180) calendar days from the Board approval date. Proposals received after the deadline will not be accepted and will be returned to the Proposer unopened. The installation of the Bear Lane Security Cameras must be completed within 120 calendar days from the executed contract date.

It is anticipated that any supplies under the resulting contract from this solicitation may be funded by the Federal Transit Administration (FTA) 5307 fund (Grant Number TX-2021-066) and is contingent upon funding availability; therefore, all rules and regulations related to the funding source apply.

PROPOSERS are encouraged to attend a pre-proposal conference and walk-through scheduled for 3:00 p.m. (CST), Tuesday, November 15, 2022 in the CCRTA's Training Room on the second floor of the Bear Lane Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions proposers may have concerning this procurement. Although attendance is not mandatory, proposers are strongly encouraged to attend.

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](mailto:procurement@ccrta.org) by 1:00 p.m. (CST), Tuesday, November 15, 2022.

**Requests for Information/Exceptions/Approved Equals Request (Appendix J) will be due by 3:00 p.m. (CST), Tuesday, November 22, 2022, with a response from the CCRTA by Tuesday, November 29, 2022.**

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA website at ([www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/)). Further

information may be obtained from Sherrié Clay, Procurement Specialist, or Christina Perez, Director of Procurement/Grants, at [procurement@ccrta.org](mailto:procurement@ccrta.org).

**The CCRTA has a Disadvantaged Business Enterprise (DBE) program; the CCRTA has determined that Zero (0%) DBE participation is required for this contract.** The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Laura Yaunk, DBE Liaison Officer, at (361) 903-3521 or [ccrtadbe@ccta.org](mailto:ccrtadbe@ccta.org).

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

- Request for Proposals,
- Instructions to Proposers,
- Special Instructions,
- Scope of Work,
- Security Cameras Specifications (Exhibit A),
- Security Cameras Layout (Exhibit B),
- Security Cameras Schedule (Exhibit C),
- Standard Supply Terms and Conditions,
- Standard Service Terms and Conditions,
- Federal Supplemental Conditions (Materials and Supplies),
- Price Schedule (Appendix A),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Buy America Certificate (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H),
- References (Appendix I),
- Request for Information/Exceptions/Approved Equals Request (Appendix J),  
and
- Proposal Submission Checklist (Appendix K).

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

**For mailed proposal submissions, please submit as follows:**

- Proposal – **One (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Price Schedule (Appendix A), **(one (1) original in a separately sealed envelope), and**
- Certification Form (Appendix B),

- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Buy America Certificate (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H), and
- References (Appendix I).

**For electronic proposal submissions, please submit by email to [procurement@cctrta.org](mailto:procurement@cctrta.org) as follows:**

- Proposal, **(in one electronic pdf file)**,
- Price Schedule (Appendix A), **(signed and submitted in a separate file)**, and
- Certification Forms (Appendix B, C, D, F, G, H, and I), **(signed and submitted in pdf format in one electronic file)**.

**All three (3) electronic files should be clearly titled and submitted together in the same email.**

**Note:** Proposer's email submission must be less than 30MB. If your email submission is more than 30MB, submit your proposal via a file storage service such as drop box, hightail, etc. If you choose to submit via a file storage service, send a link to [procurement@cctrta.org](mailto:procurement@cctrta.org) for the files to be accessed.

**Proposers are to choose one submission option.** If submitting by mail, **DO NOT** submit electronically. If submitting electronically, **DO NOT** submit by mail.

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

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

- Copy of Insurance

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

- Form 1295 "Certificate of Interested Parties"

## **INSTRUCTIONS TO PROPOSERS**

### **1. GENERAL.**

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

### **2. EXPLANATIONS.**

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

### **3. SPECIFICATIONS.**

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

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

### **4. INFORMATION REQUIRED.**

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

4.2. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule,

and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

- 4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.
- 4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5. Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5. **SUBMISSION OF PROPOSALS.**

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
ATTN: Procurement Department  
602 N. Staples Street  
Corpus Christi, Texas 78401  
Proposal for: RFP No. 2022-FP-19 Bear Lane Security Cameras**

**Proposal Due Date: Tuesday, December 13, 2022 by 3:00 p.m. (CST)**

**Note:** Proposer's email submission must be less than 30MB. If your email submission is more than 30MB, submit your proposal via a file storage service such as drop box, hightail, etc. If you choose to submit via a file storage service, send a link to [procurement@ccrta.org](mailto:procurement@ccrta.org) for the files to be accessed.

**Proposers are to choose one submission option.** If submitting by mail, **DO NOT** submit electronically. If submitting electronically, **DO NOT** submit by mail.

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

- 5.1. **The Price Schedule should be submitted in a separately, sealed envelope** along with the proposal. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot

be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the proposer for return of the proposal.

## 5.2. Schedule

Proposals shall be governed by the following schedule:

- **November 1, 2022 - RFP Issued**  
Proposal documents are available at the CCRTA's Website:  
<http://ccrta.org/business-with-ccrta.html>
- **November 15, 2022 - Pre-Proposal Conference and Walk-through**  
at 3:00 p.m. (CST). Held in the CCRTA's Training Room on the second floor of the Bear Lane Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405. To virtually attend, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) on this day.
- **November 22, 2022 – Request for Information Due**  
Written Requests for Information/Exceptions/Approved Equals Request (Appendix J) are due by 3:00 p.m. (CST). **Please submit one form for each Request for Information/Exception/Approved Equals Request.** Request for Information/Exceptions/Approved Equals Request must be emailed to [procurement@ccrta.org](mailto:procurement@ccrta.org), or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **November 29, 2022 – CCRTA's Response to Request for Information/Exceptions/Approved Equals Request**  
Responses will be posted as an addendum to the CCRTA's website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **December 13, 2022 - Proposals Due**  
Written proposals are due no later than 3:00 p.m. (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples St., Corpus Christi, Texas 78401 prior to the deadline.
- **December 13, 2022 – Proposal Closing**  
The Proposal Closing will be held at 3:30 p.m. (CST) on Tuesday, December 13, 2022 in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Tuesday, December 13, 2022.

- **Interviews and Demonstrations - TBD**  
Interviews and demonstrations will be conducted with selected Proposers. Proposers will be notified in advance of the date and time.
- **Best and Final Offer – TBD**  
The CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.
- **February 1, 2023 – Contract Awarded (Tentative)**  
The CCRTA’s Board of Directors will meet to award a Contract to the successful Proposing firm(s).

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

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

7. **OPENING PROPOSALS.**

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

**Proposers are welcome to attend the Proposal Closing on the second floor of the CCRTA’s Staples Street Center located at 602 N. Staples Street, Corpus Christi, TX 78401. To attend the Proposal Closing via GoToMeeting, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Tuesday, December 13, 2022. Only the names of the Proposing Firms that submitted proposals will be announced. Price Schedules will not be opened.**

8. **EVALUATION FACTORS.**

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

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

## 9. ELIGIBILITY FOR AWARD.

- 9.1. In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the CCRTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily.
- 9.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 9.3. Responsible proposers at a minimum must:
  - 9.3.1. Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
  - 9.3.2. Have a satisfactory record of past performance;
  - 9.3.3. Have necessary management and technical capability to perform;
  - 9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;
  - 9.3.5. Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and



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

## 10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

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

## 11. ACCEPTANCE.

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

12. PROTESTS.

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

13. EQUAL OPPORTUNITY.

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

14. SINGLE PROPOSAL.

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

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

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

15. FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"

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

Proposers must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that Proposer 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](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.

16. NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS

Proposers are advised not to contact any Board members of the CCRTA directly in any manner during this proposal process. All communications directly with the Board should be reserved for public meetings in which this item is properly posted on the agenda. All communication regarding this RFP must be made through the Procurement Department.

## **SPECIAL INSTRUCTIONS**

### **1.0 PROPOSAL CONTENT**

#### **1.1 General**

The Corpus Christi Regional Transportation Authority (CCRTA) is requesting proposals from qualified firms with experience in providing an IP security camera system as described in the Scope of Work to include installation, testing, and warranty as well as the removal and disposal of existing cameras. The CCRTA's estimated completion date is within **120 calendar days** from the executed contract date.

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

- Cover Letter,
- Technical/Functional Requirements,
- Project Management Plan,
- Qualifications (Experience, Satisfaction of Previous and Current Clients and Technical Competence),
- Certification Forms, and
- Price Schedule (Appendix A) (submitted in a separately sealed envelope).

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

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

#### **1.2 Proposal Contents and Format**

**The contents of the proposal shall include the following:**

##### **Cover Letter**

Include appropriate introductory and contact information, including the name of the firm's principal liaison.

**Section 1 - Technical/Functional Requirements**  
**(35 points)**

The Proposer must describe how it will meet Technical/Functional Requirements. A comprehensive training plan is required. Explain how interface with current third-party systems and applications will be met. Describe implementation plan and methodology. Include an implementation timeframe and rollout strategy. Also, include information on the warranty, maintenance, and support.

**Section 2 – Project Management Plan**  
**(25 points)**

The Proposer must submit logic of the proposal to include a well-defined approach, gap closure, implementation and project schedule. The Proposer must provide qualifications of project staff, particularly key personnel and the project manager. Include details of key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the limitations on changes in key personnel.

**Section 3 – Qualifications (Experience, Satisfaction of Previous and Current Clients and Technical Competence)**  
**(20 points)**

The Proposer must demonstrate technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm. Provide a review of client references. The proposed product must currently be implemented with a minimum of three (3) companies and have been in use for at least five (5) years.

**Section 4 – Price Schedule (Appendix A) (Sealed Separately in an Envelope)**  
**(20 points)**

The Price Schedule (Appendix A) includes the cost of hardware, software, project implementation to include installation, data migration, configuration, and training as well as warranty, and maintenance and support services. Each Proposer must submit the Price Schedule (Appendix A) with its proposal. All costs to be incurred and billed to the CCRTA will be firm and included in this Price Schedule (Appendix A). Failure to complete and return this section will be cause for rejection of this proposal as non-responsive. The Price Schedule (Appendix A) must be submitted in a separately sealed envelope.

**Section 5 – Certification Forms (Appendix B, C, D, F, G, H, and I)**  
**(Required)**

**2.0 EVALUATION CRITERIA**

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

<b>Section</b>	<b>Evaluation Criteria</b>	<b>Weight (Points)</b>
1	Technical/Functional Requirements	35
2	Project Management Plan	25
3	Qualifications (Experience, Satisfaction of Previous and Current Clients and Technical Competence)	20
4	Price	20
<b>Total</b>		<b>100</b>

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

## **SCOPE OF WORK**

### **1.0 DESCRIPTION**

- 1.1** The Corpus Christi Regional Transportation Authority (CCRTA) is seeking a qualified contractor to expand the CCRTA's current security camera system at the CCRTA's Bear Lane Operations Facility.
- 1.2** The CCRTA is requesting proposals for the installation, testing, and acceptance of the IP security camera system described in the Security Cameras Specifications (Exhibit A) and Security Cameras Layout (Exhibit B) as well as the removal and disposal of existing cameras being replaced. Prices quoted shall represent the complete installation, configuration, and testing, and shall include all cameras, servers, software, licensing, network cabling (inside and outside plant), parts, components, and accessories, and labor. Excluded are patch panels and patch cables.

### **2.0 BACKGROUND INFORMATION**

The CCRTA provides paratransit, demand response, and commuter route services to the City of Corpus Christi and Local Rural Areas. The CCRTA has two locations:

Staples Street Center (Administration Offices)  
602 N. Staples  
Corpus Christi, Texas 78401

Bear Lane Operations Facility  
5658 Bear Lane  
Corpus Christi, Texas 78405

### **3.0 CURRENT ENVIRONMENT**

Staples Street Center (Administration Offices)  
VMS (Video Management System) Software: Hanwha, Wisenet WAVE Version 5.0.0.35270  
Client: Hanwha, Wisenet WAVE Client version 5.0.0.35270  
58 Cameras, Storage:71.44TB  
OS: Windows 10 Enterprise 2016 LTSC

Bear Lane Operations Facility (equipment to be taken out of service by the CCRTA).

2 Bosh Analog DVRs  
3 LaView NVRs,  
1 Wisenet DVR (analog) HRX-1621  
2 Wisenet NVRs XRN-1610SA

Pre-existing interior cameras at the Bear Lane Operations Facility's Administration Building to be added to the new VMS:

- (14) Hanwha Wisenet QND-7010R
- (2) Hanwha Wisenet QNV-7010R

#### 4.0 SCOPE

4.1 Provide a turn-key solution. Installation shall be completed within 120 calendar days after signed agreement.

4.2 Comply with all specifications in this document.

4.2.1 Exclusions:

4.2.1.1 Network Racks, Patch Panels, Network Switches, patch cables 10'

4.2.1.2 IDF/MDF room UPS/Battery Backup

4.2.1.3 Installation and configuration of 16 pre-existing Cameras

4.2.2 Cameras to be added to VMS system.

- 54 New IP Cameras
- 16 Pre-Existing Cameras (The CCRTA to install)

4.2.3 Provide, install, configure, and test, **54 cameras**, servers, software, licenses, associated accessories, housings, cabling, media converters, and mounting hardware. Utilize existing Coax for three (3) locations (new IP cameras), parking lot Light Poles.

4.2.4 Provide additional Licensing for **16 pre-existing cameras** to the VMS system. The CCRTA will perform adding and configuration in VMS system.

4.2.5 Servers shall be sized and in quantities appropriate for the camera configurations specified (**70 cameras total**) equal to or greater than specifications included in this document.

4.2.6 Provide, install, terminate, and test network cabling.

4.2.7 Remove and dispose of existing cameras being replaced.



## **5.0 SUBMITTALS**

- 5.1 The Proposer shall submit their proposal.
- 5.2 Product Data: Manufacturer's data sheets on each product to be used, including:
  - 5.2.1 Manufacturer's printed or electronic data sheets.
  - 5.2.2 Manufacturer's installation and operation manuals.
- 5.3 Warranty documentation.
- 5.4 Shop Drawings: Include details of construction, interface of equipment.

## **6.0 PREPARATION**

- 6.1 The Proposer must confirm in the proposal that the planning and design is in compliance with the CCRTA's standards as described in this document.
- 6.2 The network design and configuration to be verified for compatibility and performance with the input/output devices.
- 6.3 Network Configuration: Tested and qualified by the Proposer prior to remote device installation.
- 6.4 Equipment to be tested and configured prior to installation.
- 6.5 All firmware found in products to be the latest and most up-to-date provided by the manufacturer, or of a version as specified by the provider of the Video Management Application (VMA).
- 6.6 All equipment requiring users to log on using a password shall be configured with user/site-specific password/passwords. No system/product default passwords shall be allowed.

## **7.0 INSTALLATION**

- 7.1 PRE-INSTALLATION MEETING
  - 7.1.1 Convene within a minimum of two weeks prior to starting the work of this section.
- 7.2 Install products per the manufacturer's recommendations and approved submittals.

- 7.3 Comply with the manufacturer's installation and configuration documentation that is available to the Proposer to ensure all steps have been taken to provide a reliable, easy-to-operate system.
- 7.4 The Proposer shall provide onsite installation technicians certified by the manufacturers' certification program, and the technician shall provide evidence of completion as necessary.
- 7.5 Program and configure all products per the requirements of the CCRTA's standards and specific site requirements which shall include, at minimum, the following: (additional requirements may be applicable, refer to the CCRTA's Director of IT).
- 7.6 All cameras and network recorders shall be programmed with the CCRTA's provided IP addresses and password requirements, along with naming guidance as instructed by the Director of IT for assistance.
- 7.7 All network camera recorders shall use the CCRTA's NTP (Network Time Protocol) designated server.
- 7.8 All network cameras shall use the CCRTA's NTP designated server that is synchronized with the designated CCRTA NTP server.
- 7.9 All IP cameras shall have the primary Video Stream programmed to send 15 FPS at the selected camera models highest image resolution such as 2MP, 4MP, 5MP, 6MP, 4K (depending on the camera model), and shall use the H.265 Codec to stream to the Network Recorder for recording.
- 7.10 All IP Cameras shall have the secondary Video Stream programmed to send 7FPS using H.265 codec to the network recorder for client display and non-motion detection recording when motion-based recording is implemented.
- 7.11 All IP cameras shall have a third Video Stream programmed to send seven (7) FPS at VGA (640x480) using H.264 to the network video recorder for remote access via mobile device as needed.
- 7.12 All indoor cameras shall have video motion detection zones configured and active and walk tested for sensitivity functionality for use during facility closed hours (if applicable to the facility).
- 7.13 All outdoor cameras shall use AI object classification detection shall be generally used for exterior camera locations to maximize critical object detection.
- 7.14 All WAVE Network Recorders shall record cameras based on the following details, and all bid submittals must include a manufacturer storage

calculation report with all proposals for review and approval by the CCRTA:

- 7.14.1 Storage retention shall be 30 days minimum and all WAVE recording servers shall include sufficient storage to support this retention:
- 7.14.2 Camera recording rate 15 FPS at full resolution.
- 7.14.3 Cameras shall be set up to use Smart Codec (mid-level selection) for interior camera locations only.
- 7.15 The Proposer's personnel must comply with all applicable state and local licensing requirements.
- 7.16 Before permanent installation of the system, the System Integrator will test the system in conditions simulating the final installed environment, which shall be witnessed by the Owner or Owner's Representative and shall adjust the system, as required, until proper operation is achieved for Owner's acceptance.
- 7.17 The Proposer shall email a copy of the final approved Device Manager Site Configuration File and Device Manager Report to the Director of IT as part of the job completion process.
- 7.18 Proposers shall use the Security Cameras Specifications (Exhibit A), Security Cameras Layout (Exhibit B), and Security Cameras Schedule (Exhibit C) for locating camera installation locations, associated cabling paths, distance calculations, and camera mounting hardware for correct camera FoV unless otherwise specified by CCRTA's Director of IT.

## **8.0 QUALITY ASSURANCE**

- 8.1 The manufacturer must have a minimum of five (5) years' experience manufacturing similar products.
- 8.2 The Proposer shall provide the following as part of the proposal:
  - 8.2.1 Complete product and technical data specification sheets that include all material and equipment.
  - 8.2.2 List of all equipment with part numbers, manufacturer, firmware, and assigned IP addresses.
  - 8.2.3 Locations and details for all components to be installed under this Scope of Work.

- 8.2.4 Placement diagram showing the proposed location of all system hardware devices.
- 8.2.5 System calculation of all network bandwidth and storage requirements for system servers to ensure proper planning of computing and networking infrastructure.
- 8.3 The Proposer shall be fully capable of installing security camera system and shall at a minimum possess the following qualifications:
  - 8.3.1 Possess those licenses/permits required to perform telecommunications installations in the specified jurisdiction.
  - 8.3.2 Be knowledgeable in local, state, province and national codes, and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
  - 8.3.3 Installer Qualifications: Minimum 5-year experience installing similar products. Installers shall be trained and authorized by the manufacturer to install, integrate, test, and commission the system. The installer must be manufacturer certified with at least two certified technicians on staff and must provide copies of their certification with the proposal submission.

## **9.0 REFERENCES**

- 9.1 Code of Federal Regulations (CFR):
  - 9.1.1 Institute of Electrical and Electronics Engineers (IEEE).
  - 9.1.2 802.3 Ethernet Standards.
  - 9.1.3 International Electrotechnical Commission (IEC).
  - 9.1.4 International Organization for Standardization (ISO).
  - 9.1.5 ISO/IEC 10918 – Information Technology – Digital compression and coding of continuous-tone still images: Requirements and guidelines; JPEG.
  - 9.1.6 ISO/IEC 14496-10 – Information Technology – Coding Of Audio-Visual Objects – Part 10: Advanced Video Coding; MPEG-4 Part 10 (ITUH.264).

- 9.1.7 ISO/IEC 23008-2 High Efficiency Coding and Media Delivery in Heterogeneous Environments – Part 2: High Efficiency Video Coding; MPEG-H Part 2 (ITU H.265, HEVC).
- 9.1.8 European Standard (EN):
  - 9.1.8.1 EN 50121 – Railway Applications. Electromagnetic Compatibility.
  - 9.1.8.2 EN 50155 – Railway applications – Rolling stock – Electronic equipment.
  - 9.1.8.3 EN50130-+4 Alarm Systems. Electromagnetic Compatibility. Product Family Standard: Immunity Requirements for Components of Fire, Intruder, Hold Up, CCTV, Access Control and Social Alarm Systems.
  - 9.1.8.4 CE EN 50581 – Technical Documentation for the Assessment of Electrical and Electronic Products with Respect to the Restriction of Hazardous Substances.
  - 9.1.8.5 EN 55022 Class A- Information Technology Equipment – Radio Disturbance Characteristics – Limits and Methods of Measurement.
  - 9.1.8.6 EN 61000-3-2-A2 – Electromagnetic Compatibility (EMC) – Part 3-2: Limits – Limits for Harmonic Current Emissions (Equipment Input Current: 16 A Per Phase).
  - 9.1.8.7 EN 61000-3-3- Electromagnet Compatibility (EMC) – Part 3-3: Limits – Limitation of Voltage Changes, Voltage Fluctuations and Flicker In Public Low-Voltage Supply Systems, For Equipment with Rated Current less than or equal to 16 A Per Phase And Not Subject To Conditional Connection.
- 9.1.9 European Union Safety Standards (CE).
- 9.1.10 Federal Communications Commission (FCC):
  - 9.1.10.1 FCC Rules And Regulation of Title 47 of CFR Part 15 Subpart B Class A.
- 9.1.11 Open Network Video Interface Forum (ONVIF):
- 9.1.12 ONVIF – Profiles G, S, T Specification.

- 9.1.13 Underwriters Laboratories (UL):
- 9.1.14 UL listed.
- 9.1.15 United States Military Standard (MIL-STD):
- 9.1.16 MIL-STD-810F – Environmental Engineering Considerations and Laboratory Tests.

## **10.0 ABBREVIATIONS AND DEFINITIONS**

### 10.1 Abbreviations:

ARP - Address Resolution Protocol.  
DHCP - Dynamic Host Configuration Protocol.  
DNR - Digital Noise Reduction.  
DDNS - Dynamic Domain Name Server.  
FPS - Frames Per Second.  
GUI - Graphical User Interface.  
HDD - Hard Disk Drive.  
HTTP - Hypertext Transfer Protocol.  
ICMP - Internet Control Message Protocol.  
IGMP - Internet Group Management Protocol  
IP - Internet Protocol.  
iSCSI - Internet Small Computer System Interface.  
JBOD - Just a Bunch of Disks.  
JPEG - Joint Photographic Experts Group.  
MJPEG - Motion JPEG.  
MP - Megapixel.  
MPEG - Moving Pictures Experts Group.  
NAS - Network Attached Storage.  
NTP - Network Time Protocol.  
POS - Point of Sale.  
PPPoE - Point to Point Protocol over Ethernet.  
RAID - Redundant Array of Independent Disks (Drives).  
RTP - Real-Time Transport Protocol.  
RTCP - Real-Time Control Protocol.  
RTSP - Real-Time Streaming Protocol.  
SMTP - Simple Mail Transfer Protocol.  
SNMP - Simple Network Management Protocol.  
SSL - Secure Sockets Layer.  
TCP - Transmission Control Protocol.  
UDP - User Datagram Protocol.  
UPnP - Universal Plug and Play.  
VMS - Video Management System.  
PoS - Point of Sales.  
VA - Video Analytics.

PnP - Plug and Play.  
ARB - Auto Recovery Backup.  
NVR - Network Video Recorder.  
RAID - Redundant Array of Independent Disks

## 10.2 Definitions:

**JBOD:** A collection of hard disks that have not been configured to act as a redundant array of independent disks (RAID) array.

**GOV (Group of Video object planes):** A set of video frames for H.264 and H.265 compression, indicating a collection of frames from the initial I-Frame (key frame) to the next I-Frame. GOV consists of 2 kinds of frames: I-Frame and P-Frame.

**WiseStream:** Smart Codec that controls quantization parameter in H.265 and H.264 to efficiently manage bitrate of the video stream and reduce the storage required.

**Dynamic GOV:** Dynamic assignment of GOV length based on the complexity of the scene to efficiently manage bitrate of the video stream and reduce the storage required.

**Dynamic FPS:** Dynamic assignment of frames per second based on the complexity of the scene to efficiently manage bitrate of the video stream and reduce the storage required.

**ARB (Auto Recovery Backup):** Automatic backup mechanism that enables WiseNet cameras to store videos on to SD card during failures and stream it to the storage device after recovery.

**Failover:** A feature that automatically switches to a redundant or standby device upon failure or unexpected shutdown of an active device.

## 11.0 DELIVERY, STORAGE, AND HANDLING

11.1 Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.

11.2 Handle materials to avoid damage.

## 12.0 PROJECT CONDITIONS

12.1 Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by the manufacturer for optimum results. Do

not install products under environmental conditions outside of the manufacturer's recommended limits.

### **13.0 WARRANTY AND LICENSING**

- 13.1 The security system VMS software and labor furnished by the Proposer including wiring, software, hardware and third-party products shall be fully warranted for parts, materials and labor for a minimum of one (1) year from date of the final acceptance of the Video Surveillance System.
- 13.2 The camera manufacturer shall provide a five (5) year warranty for the Servers and IP Cameras.
- 13.3 Software Licensing and Warranty:
  - 13.3.1 Software licensing should be on a per device basis (e.g. 1 x license per each "1" IP Camera or I/O device) with no base license for additional features or capabilities.
  - 13.3.2 The VMS Software should be completely free for live streaming or playback of offline media files (images, videos).
  - 13.3.3 Lifetime software upgrades shall be provided by the manufacturer without cost and without the need for an annual maintenance agreement.

### **14.0 VIDEO SYSTEM PRODUCTS**

#### **14.1 MANUFACTURERS**

- 14.1.1 Acceptable manufacturers shall be those that provide National Defense Authorization Act (NDAA) compliant products, shall have an active Cybersecurity program that includes a supported Security-Computer Emergency Response Team (S-CERT) program and shall provide any camera firmware updates at no additional cost.
- 14.1.2 Cameras, recording servers and video management systems shall meet or exceed the referenced performance specifications listed in the Security Cameras Specifications (Exhibit A).

#### **14.2 VIDEO MANAGEMENT SYSTEM (VMS)**

- 14.2.1 The existing deployed Video Management System (VMS) Standard is Wisenet Wave v5.0 as manufactured by Hanwha



Techwin America. Any additional cameras deployed onto the CCRTA's facilities shall provide at minimum one (1) additional WAVE recording license per camera, and shall be added to the existing deployed referenced VMS.

- 14.2.2 System Requirements: Open video platform designed for use in any video application.
- 14.2.3 Specified Software: To include, free of charge, any API or SDKs necessary to integrate third party devices and systems.
- 14.2.4 Specified Video Management Solution's Architecture: To include Desktop, Media Server, Mobile, and Cloud applications.
- 14.2.5 Software Components Characteristics: Four applications working seamlessly together.
- 14.2.6 Cloud Application: Enables simple remote connectivity, viewing, and management of an unlimited number of systems and users.
- 14.2.7 Media Server Application: Responsible for discovering, connecting to, and managing system users, devices, and associated data.
- 14.2.8 Desktop Application: Capable of acting as a stand-alone media player or as a client application for connecting to and managing systems.
- 14.2.9 Mobile Application: For iOS and Android devices that allows users to connect to, view, search, and control IP cameras over Wi-Fi or Data networks.
- 14.2.10 Built-In Developer and Integration Tools: Accessible from System Server's Web Admin Interface (compatible with all major browsers).
- 14.2.11 Server API: SUNAPI implementation giving developers the ability to access every system feature available.
- 14.2.12 API Change Log: List of breaking changes in API from version to version.
- 14.2.13 Video Source Integration SDK: Integrate virtually any live or recorded video source (IP Cameras, Servers, NVRs, DVRs, etc.) into the VMS with methods for discovering, displaying,

analyzing and recording video, as well as integrating device I/O ports and related motion detection information.

- 14.2.14 System Architecture.
- 14.2.15 Server Hive Architecture.
- 14.2.16 System servers are equal synchronizing system databases in real-time.
- 14.2.17 Users can connect to any system server to see and manage the entire system.
- 14.2.18 Servers support automatic camera failover ensuring limited loss of video recording in the event of hardware or network failure.
- 14.2.19 One-click system wide updates.
- 14.2.20 System administrators capabilities.
- 14.2.21 Upgrade the entire system via a single button in the desktop application.
- 14.2.22 Upgrade on demand to the latest release or specific builds with specific functionality or bug fixes.
- 14.2.23 Use secure technologies for inter-application communication and security.
- 14.2.24 Email Server: Client (Mobile, Desktop, Web) Communications - HTTPS Email - TLS / SSL - TLS; default option.
- 14.2.25 Salted/Hashed Passwords: Local credentials protected using a salted MD5 hash, cloud credentials should use a complex multi-level hash.
- 14.2.26 The VMS will not require any licenses to increase the number of supported devices, users, or servers.

### 14.3 VMS Server Application:

- 14.3.1 Runs on the following operating systems:
  - 14.3.1.1 Microsoft: Windows 11 or Server 2019 or above.
  - 14.3.1.2 Minimum Compatible Computing Hardware:

- 14.3.1.3 Any hardware able to run a compatible operating system.
- 14.3.1.4 Capable of recording 128 dual-streaming IP cameras (256 streams) on a single core of an Intel Core i5 processor.
- 14.3.1.5 Performance:
- 14.3.1.6 Automatically discover, stream, and record any ONVIF Profile S IP camera located on same subnet as server application.
- 14.3.1.7 Manually discover, stream, and record RTSP, HTTP, or UDP (multicast, unicast) streams.
- 14.3.1.8 Automatic camera failover without any additional licenses.
- 14.3.1.9 Unlimited number of users and custom user roles.
- 14.3.1.10 User Login Credential Management: LDAP / Active Directory / Open LDAP integration.
- 14.3.1.11 Record and Stream.
- 14.3.1.12 Video: H.264, H.265, and MJPEG.
- 14.3.1.13 Audio: AAC, PCM (Mu-Law, A-law), g726, and MP3.
- 14.3.1.14 Transcode Streams on Demand: For delivery to third party system devices.
- 14.3.1.15 Codecs: H.265, H.264, MJPEG or WebM.
- 14.3.1.16 Pass-through high-res or low-res HLS streams from connected devices.
- 14.3.1.17 Support Addressing: IPv4 or IPv6.
- 14.3.1.18 Operator ability to change size of reserved disk space for storage drives.
- 14.3.1.19 Concurrent recording of all connected cameras / streams to two servers in real-time.

14.3.1.20 Server-side, CPU-based motion analysis for all connected IP cameras with no perceptible increase, less than 3 percent, in CPU usage.

#### 14.4 VMS SOFTWARE LICENSES

14.4.1 Purchase sufficient quantity of WAVE licenses as needed to record the number of camera streams being added to a WAVE System.

#### 14.5 NETWORK VIDEO SERVERS

14.5.1 Quantity: Sized per specifications, max quantity of two (2) servers.

14.5.2 Network video server shall be quoted for inclusion and expansion of systems, unless otherwise directed by the CCRTA. Any server must meet or exceed the following minimum performance requirements:

14.5.2.1 Rackmount NVA – (2RU) Rack Unit running Windows 11 or Server 2019 or above OS

14.5.2.2 General Description:

14.5.2.3 **Ports Preferred 2 x 1GB Fiber, otherwise 4 X1GbE RJ45**

14.5.2.4 The Network Video Appliance (“Recording Server”) shall be an enterprise class 2RU rack-mount server providing storage scalability up to 224 TB with VMS software pre-installed with 4 Professional licenses

14.5.2.5 Record Video and Audio: 470 Mbps bandwidth.

14.5.2.6 The Manufacturer shall certify that the Recording Server has been designed and built for the purpose of recording surveillance video.

14.5.2.7 The Recording Server shall provide the capability for remote management, disaster recovery, and critical resource management.

14.5.2.8 The Recording Server shall have dual dedicated operating system drives to facilitate accelerated boot and application load times.

14.5.2.9 The Recording Server shall have redundant, hot-swappable, storage drives, cooling fans, and power supplies.

14.5.2.10 Video Storage.

14.5.2.11 Pre-configured with VMS software.

14.5.2.12 Preloaded with four professional licenses ensuring quick and easy development minimizing setup time.

14.5.2.13 Remote monitoring environment for video and audio over network using a remote computer.

14.5.2.14 System:

14.5.2.15 Processor: Intel® Xeon® Silver 4210 Scalable Processor.

14.5.2.16 Memory: 16 GB DDR4.

14.5.2.17 OS Drive: 2 x 240GB Raid 1 SSD internally mounted.

14.5.2.18 Dedicated GPU.

14.5.2.19 Network:

14.5.2.20 Remote Management: via dedicated iDRAC port (Front: Micro-AB USB, Rear: RJ45).

14.5.2.21 Additional Ports - Video output: VGA (1), 2. USB: (2) USB 3.0, Front (2) USB 2.0, Internal (1) USB 3.0.

14.5.2.22 RAID - Levels supported: RAID 0, 1, 5, 6, 10 (standard RAID 6 configuration).

14.5.2.23 Controller: PERC H740P 8GB

14.5.2.24 Electrical:

14.5.2.25 Power: 100 to 240 VAC auto ranging

14.5.2.26 Power Supply: 2 x 750W Redundant.

14.5.2.27 Mechanical and Environmental:

14.5.2.28 Front Bezel and lock.

14.5.2.29 Form Factor 2U Rack Mount Chassis. Sliding rails included.

14.5.2.30 Dimensions 19" (482.6mm) x 28.15" (646mm) x 3.4" (86.8mm).

14.5.2.31 Weight: up to 73 lbs.

14.5.2.32 Temperature; Operating and Storage: 50F – 95F degrees F

14.5.2.33 Humidity: 5~90%, RH non-condensing.

## 14.6 UPS and ELECTRICAL SURGE PROTECTION

14.6.1 All Network Video Servers shall be connected to a properly load sized and configured Pure Sine Wave Power Conditioning UPS to prevent voltage fluctuations (increase or decrease) that can affect operation and cause damage to the equipment.

14.6.2 All Network Video Servers shall be connected to an electrical circuit that includes and protects against transient voltage surges.

## 14.7 IP SECURITY CAMERAS

14.7.1 IP Network Security Cameras equal to or greater in performance in applications of the following in section 14.7.2:

14.7.2 Refer to the "Security Cameras Specifications (Exhibit A)" which can be downloaded on the CCRTA's website at <https://www.ccrta.org/news-opportunities/business-with-us/>.

- PNB-A9001 4K Network Box AI camera
- PNM-7082RVD 2MP X 2 IR Outdoor Dome Camera
- PNM-9031RV 15MP Panoramic Camera
- QNO-7082R 4MP IR Bullet
- QNV-7082R 4MP IR Vandal Dome
- XNF-9010RV X series 12 MP sensor 360° Outdoor Fisheye
- XNO-C6083R 2MP IR Bullet AI Camera
- XNO-C8083R 6MP IR Bullet AI Camera
- XNP-8250R 6MP, 25x, IR PTZ camera

- PNO-A9081RLP 4K IR Bullet AI camera

#### 14.7.2.1 Minimum Camera Performance Requirements

- 14.7.2.1.1 Video Compression and Transmission: Cameras shall have the following properties relating to video signals they produce.
- 14.7.2.1.2 Compression: H.265, H.264 and MJPEG. Each derived from a dedicated encoder and capable of being streamed independently and simultaneously.
- 14.7.2.1.3 H.265 and H.264: Maximum of 30 FPS at all resolutions.
- 14.7.2.1.4 MJPEG: Maximum of 30 FPS.
- 14.7.2.1.5 Lenses shall be motorized vari-focal for each camera unless otherwise specified.
- 14.7.2.1.6 Cameras shall transmit at full frame rate with Wide Dynamic Range on, as referenced on the manufacturer's specifications documentation meeting or exceeding as follows:
- 14.7.2.1.7 2MP camera imager sensors shall transmit full 1080P resolution (1920x1080) at a 30FPS using all Codecs (H.265/H.264/MJPEG) with no FPS reduction with the implementation of WDR and / or analytics in the camera.
- 14.7.2.1.8 5MP camera imager sensors shall transmit full 2560x1920 resolution at a 30FPS using all Codecs (H.265/H.264/MJPEG) with no FPS reduction with the implementation of WDR and / or analytics in the camera.
- 14.7.2.1.9 6MP camera imager sensors shall transmit full 3328x1872 resolution at a 30FPS using all Codecs (H.265/H.264/MJPEG) with no FPS reduction with the implementation of WDR and / or analytics in the camera.

14.7.2.1.10 4K camera imager sensors shall transmit full 3840x2160 resolution at a 30FPS using all Codecs (H.265/H.264/MJPEG) with no FPS reduction with the implementation of WDR and / or analytics in the camera

14.7.2.1.11 20MP (4x5MP) sensors shall transmit full and stitched 6720x224 at 20 FPS with no FPS reduction with the implementation of WDR and / analytics in the camera.

## 14.8 ACCESSORIES

14.8.1 Accessory Products: Responding proposers shall include complete mounting accessories selected from the following categories to properly install and mount all cameras as required by the specific camera installation locations, as applicable for the selected camera types, for appropriately providing the required camera viewing area, and for optimal camera installation to minimize external factors such as sunlight, bright lights, weather factors, or comply with aesthetics as indicated by the CCRTA's Director of IT.

- Pendant Caps
- Corner Mount Brackets
- Wall Mount Brackets
- Recess Mount Kits
- Back box mounts
- Housings
- 2x2 Ceiling Mounts
- Sun Shields
- Work Boxes
- Smoked dome covers.
- PTZ/Dome housings.
- PTZ/Dome mounts.
- HD CCTV accessories.
- Network camera POE injectors & accessories.
- UTP video devices.
- Media Converters
- Power converters

## 15.0 INSTRUCTION CABLING

15.1 Copper Cable and Terminations:



- 15.1.1 Copper twisted pair cables.
  - 15.1.2 Modular jacks.
  - 15.1.3 Copper twisted pair patch cords.
  - 15.1.4 Copper twisted pair ceiling connector assemblies.
- 15.2 Fiber Optic Cable and Interconnection Devices:
- 15.2.1 Fiber optic cables.
  - 15.2.2 Fiber optic connectors.
  - 15.2.3 Fiber optic patch cords.
  - 15.2.4 Communications and faceplates.
- 15.3 REFERENCE STANDARDS
- 15.3.1 BICSI N1 – Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure, 1<sup>st</sup> Edition 2019.
  - 15.3.2 EIA/ECA-310 – Cabinets, Racks, Panels, and Associated Equipment Revision E, 2005.
  - 15.3.3 ICEA S-83-596 – Indoor Optical Fiber Cables 2016.
  - 15.3.4 NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
  - 15.3.5 TIA-526-7 - Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant 2015a.
  - 15.3.6 TIA-526-14 - Optical Power Loss Measurement of Installed Multimode Fiber Cable Plant 2015c.
  - 15.3.7 TIA-568 (SET) - Commercial Building Telecommunications Cabling Standard Set 2019.
  - 15.3.8 TIA-568.2 - Balanced Twisted-Pair Telecommunications Cabling and Components Standards 2009c, with Addendum (2016).
  - 15.3.9 TIA-568.3 - Optical Fiber Cabling and Components Standard 2016d.

- 15.3.10 TIA-569 - Telecommunications Pathways and Spaces 2019e.
- 15.3.11 TIA-606 - Administration Standard for Telecommunications Infrastructure 2017c.
- 15.3.12 TIA-607 - Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises 2019d.
- 15.3.13 UL 2024 - Standard for Cable Routing Assemblies and Communications Raceways Current Edition, Including All Revisions.
- 15.3.14 UL 2416 - Audio/Video, Information and Communication Technology Equipment Cabinet, Enclosure and Rack Systems Current Edition, Including All Revisions.
- 15.3.15 UL 94 - Tests for Flammability of Plastic Materials for Parts in Devices and Appliances Current Edition, Including All Revisions.
- 15.3.16 UL 444 - Communications Cables Current Edition, Including All Revisions.
- 15.3.17 UL 514C - Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers Current Edition, Including All Revisions.
- 15.3.18 UL 1651 - Fiber Optic Cable Current Edition, Including All Revisions.
- 15.3.19 UL 1863 - Communications-Circuit Accessories Current Edition, Including All Revisions.

#### 15.4 STRUCTURED CABLING SYSTEM - GENERAL REQUIREMENTS

- 15.4.1 Comply with the following:
  - 15.4.1.1 TIA-568 (SET).
  - 15.4.1.2 TIA-569.
  - 15.4.1.3 TIA-607.
  - 15.4.1.4 NFPA 70.
  - 15.4.1.5 Requirements of authorities having jurisdiction.

15.4.1.6 Applicable local codes.

15.4.1.7 Communications service provider requirements.

## 15.5 COPPER CABLE AND TERMINATIONS

### 15.5.1 Copper Twisted-Pair Cables:

15.5.1.1 Comply with TIA-568.2; listed as complying with UL 444.

15.5.1.2 Cable Applications: Use listed NFPA 70 Type CMP plenum cable unless otherwise indicated.

15.5.1.3 Plenum Applications: Use listed NFPA 70 Type CMP plenum cable.

15.5.1.4 Riser Applications: Use listed NFPA 70 Type CMR riser cable or Type CMP plenum cable.

15.5.1.5 General Purpose Applications: Use listed NFPA 70 Type CM/CMG general purpose cable, Type CMR riser cable, or Type CMP plenum cable.

15.5.1.6 Products:

15.5.1.7 Category 6U/TP Cable, plenum CMP rated, 4-pair, 23 AWG.

15.5.1.7.1 Cable Jacket Color – Network: Blue (BLU).

15.5.1.8 Category 6 U/UTP Cable, indoor/outdoor, plenum CMP rated, 4-pair, 23 AWG.

### 15.6 Modular Jacks:

15.6.1 Description: RJ-45, non-keyed, 8-position modular jacks with insulation displacement connectors (IDC); high-impact thermoplastic housing.

15.6.2 Comply with TIA-568.2, match cable; UL 1863 listed.

15.6.3 Color code for both T568A and T568B wiring configurations.

15.6.4 Plug Insertion Life: 750 times, minimum.

15.6.5 Flammability: Comply with UL 94.

- 15.6.6 Products:
- 15.6.7 Blue Category 6 U/UTP Modular Jacks.
- 15.6.8 Color – Network: Blue.
- 15.6.9 Copper Twisted Pair Ceiling Connector Assemblies:
- 15.6.10 Description: Factory-fabricated, 4-pair cable assemblies with RJ45, 8-position modular jacks terminated at one end and ceiling connector at the other end.
- 15.6.11 Comply with TIA-568.2.
- 15.6.12 Wiring: T568B.
- 15.6.13 Plug Insertion Life: 750 times, minimum.
- 15.6.14 Flammability: Comply with UL 94.
- 15.6.15 Products:
- 15.6.16 Category 6 U/UTP Ceiling Connector Assembly, plenum rated, RJ45 to ceiling connector, 1.5-foot (0.46 m) length.
- 15.6.17 Cable Jacket Color: Black

## 15.7 FIBER OPTIC CABLE AND INTERCONNECTING DEVICES

- 15.7.1 Fiber Optic Cables:
- 15.7.2 Comply with TIA-568.3 and ICEA S-83-596; listed as complying with UL 444 and UL 1651.
- 15.7.3 Cable Applications: Use listed NFPA 70 Type OFNP plenum cable unless otherwise indicated.
- 15.7.4 Cable Applications:
  - 15.7.4.1 Plenum Applications: Use listed NFPA 70 Type OFNP plenum cable.
  - 15.7.4.2 Riser Applications: Use listed NFPA 70 Type OFNR riser cable or Type OFNP plenum cable.

15.7.4.3 OSP Applications: Dielectric (nonmetallic) Plenum Indoor/Outdoor.

15.7.5 Products:

15.7.5.1 OM4 Multi-Mode Fiber Optic Cable, armored plenum OFNP rated, interlocking aluminum armor, aqua cable jacket.

15.7.5.2 OS2 Single Mode Fiber Optic Cable, indoor/outdoor plenum, black jacket

## 15.8 COMMUNICATIONS FACEPLATES

15.8.1 Listed as complying with UL 514C.

15.8.2 Compatible with specified modular jacks/inserts.

15.8.3 Provide blank inserts/dust covers for unused ports.

15.8.4 Faceplate Material/Finish – Flush-Mounted Outlets: High impact thermoplastic, white.

15.8.5 Faceplate Material/Finish – Flush-Mounted Outlets: High impact thermoplastic, white.

15.8.6 Products:

15.8.6.1 Single- Gang Thermoplastic Faceplates, flush mounted, with openings for modular jacks and provisions for labels.

15.8.6.2 Single-Gang Stainless Steel Faceplates, flush mounted, with openings for modular jacks and provisions for labels.

15.8.6.3 Double-Gang Stainless Steel Faceplates, flush mounted, with openings for modular jacks and provisions for labels.

15.8.6.4 Surface Mount Boxes, thermoplastic, with openings for modular jacks.

## 15.9 INSTALLATION

15.9.1 Install products in accordance with manufacturer's written instructions.

15.9.2 Comply with BICSI N1 and TIA-568 (SET).

15.9.3 Cable Installation in Raceway:

15.9.3.1 Do not damage cables or exceed the manufacturer's recommended maximum pulling tension.

15.9.3.2 Use wire-pulling lubricant recommended by the manufacturer where necessary.

15.9.3.3 Identify components in accordance with TIA-606.

## 15.10 FIELD QUALITY CONTROL

15.10.1 Provide equipment, tools, and supplies required to accomplish inspection and testing.

15.10.2 Test copper twisted pair cables in accordance with TIA-568.2.

15.10.3 Test fiber optic cables in accordance with TIA-568.3, TIA-526-7, and TIA-526-14.

15.10.4 Provide additional testing as required by the manufacturer for network infrastructure system warranty.

## 15.11 PROTECTION

15.11.1 Protect installed structured cabling system components from subsequent construction operations.

**EXHIBIT A**  
**SECURITY CAMERAS SPECIFICATIONS**

**EXHIBIT B**  
**SECURITY CAMERAS LAYOUT**

**AND**

**EXHIBIT C**  
**SECURITY CAMERAS SCHEDULE**

**SEPARATE FILES**

**(CAN BE DOWNLOADED FROM THE CCRTA'S WEBSITE)**

<https://www.ccrta.org/news-opportunities/business-with-us/>

## **STANDARD SUPPLY AGREEMENT TERMS AND CONDITIONS**

### 1. TERM.

The term of this Supply Agreement shall be for the period specified in the Request for Proposals, with the option to extend for one or more additional periods as specified in the Request for Proposals, subject to the approval of the CCRTA.

### 2. DESCRIPTION – SALE OF GOODS.

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

### 3. CONTRACTOR TO PACKAGE GOODS.

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

### 4. NO SHIPMENTS UNDER RESERVATION.

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

### 5. TITLE AND RISK OF LOSS.

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



6. PURCHASE OR RELEASE ORDER.

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

7. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.

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

8. NO REPLACING DEFECTIVE TENDER.

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

9. INVOICES AND PAYMENTS.

Contractor must submit an *itemized invoice* after every shipment for only those items that are included in the shipment. Invoices must be numbered with a unique invoice number and must include the Purchase Order (PO) Number. A packing slip, or bill of lading and freight waybill is required to be included with each shipment with copies supporting the invoice. All invoices and inquiries are to be sent preferably electronically to the dedicated AP mail box at [AccountsPayable@CCRTA.org](mailto:AccountsPayable@CCRTA.org). Invoices can also be mailed to **CCRTA – Staples Street Center, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401.**

9.1 Prompt Payment

9.1.1 The Offeror agrees to pay each sub-consultant under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Offeror receives from the CCRTA. Any delay or postponement of payment from the above referenced time frame may occur only for good

cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.

9.1.2 The Offeror agrees to return retainage payments to each sub-consultant within thirty (30) days after the sub-consultant work is satisfactorily completed. Any delay or postponement of retainage from the above referenced time frame may occur only for good cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.

10. WARRANTY-PRICE.

The price to be paid by the CCRTA shall be that price contained in Contractor's Price Schedule which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this Agreement for similar quantities under similar conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the CCRTA may cancel this Agreement without liability to Contractor for breach for Contractor's actual expenses. If the stated price includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling or equipment and any process sheets related thereto shall become the property of the CCRTA.

11. WARRANTY-PRODUCT.

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

12. WARRANTY-SAFETY.

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

13. WARRANTY-INFRINGEMENTS.

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

14. ESTIMATED QUANTITIES.

The estimated quantities noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of prices 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, the Contractor agrees to honor quoted unit prices for the duration of this Agreement.

15. SUBSTITUTE SUPPLIERS.

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

16. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of this Agreement if Contractor breaches any of the terms hereof or if the Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have

in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Agreement without cause by delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

17. ASSIGNMENT-DELEGATION.

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

18. MODIFICATIONS-WAIVER.

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

19. INTERPRETATION.

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

20. APPLICABLE LAW.

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

21. ADVERTISING.

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

22. GRATUITIES.

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

23. EQUAL OPPORTUNITY.

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

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

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

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

24. ENFORCEABILITY.

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

25. NOTICES.

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

26. LIABILITY INSURANCE COVERAGE.

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

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

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

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

Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverages shall be

furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request.

27. WORKERS' COMPENSATION.

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

## 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 Contractor shall submit invoices listing the services rendered on a monthly basis or as otherwise specified in the contract documents to **CCRTA – Staples Street Center, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401** or **electronically by email to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org)**. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue.” The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review. **THE CCRTA DOES NOT PAY FOR SERVICES UNTIL RECEIVED AND APPROVED BY THE CCRTA.**

#### 2.1 Prompt Payment

2.1.1 The Offeror agrees to pay each sub-consultant under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Offeror receives from the CCRTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.

2.1.2 The Offeror agrees to return retainage payments to each sub-consultant within thirty (30) days after the sub-consultant work is satisfactorily completed. Any delay or postponement of retainage from the above referenced time frame may occur only for good cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.

### 3. TOOLS, EQUIPMENT AND SUPPLIES.

Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to

enable Contractor to provide the services required under the terms of this Contract.

4. ESTIMATED QUANTITIES.

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

5. LIABILITY INSURANCE COVERAGE.

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

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

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

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

**FEDERAL SUPPLEMENTAL CONDITIONS  
TABLE OF CONTENTS**

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

## **FEDERAL SUPPLEMENTAL CONDITIONS (MATERIALS AND SUPPLIES)**

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

### **1. No Federal Government Obligations to Third Parties**

(1) The CCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CCRTA, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

### **2. False Statement or Claims – Civil and Criminal Fraud**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the Federal Government deems appropriate.

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

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



clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3. Access to Third Party Contract Records**

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

(2) Retention Period – The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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

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

### **4. Changes to Federal Requirements**

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

### **5. Termination**

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

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

(2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CCRTA may terminate this contract for default. Termination shall be 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)**

All contracts except micro-purchases (less than \$2,500). The following requirements apply to the underlying contract:

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

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

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

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

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

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

## **7. Disadvantaged Business Enterprises (DBEs)**

Contracts involving subcontractors (exclusive of transit vehicle purchases)

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

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

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

#### **8. Incorporation of FTA Terms**

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

#### **9. Debarment and Suspension**

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

## **10. Buy America**

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR §661.7. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR §661.11. The bidder or proposer must submit to the CCRTA the appropriate Buy America certification with its bid or proposal. Bids or proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

## **11. Resolution of Disputes, Breaches, or Other Litigation**

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the CCRTA's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the CCRTA's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CCRTA's CEO shall be binding upon contractor and contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the CCRTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CCRTA and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Connecticut State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CCRTA or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **12. Lobbying**

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

covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **13. Clean Air**

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

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

### **14. Clean Water**

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

### **15. Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

### **16. Fly America**

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

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

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

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

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires



the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

(5) The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract that may involve international air transportation

**17. Energy Conservation**

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

**18. Recycled Products**

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

**19. ADA Access**

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

# **CERTIFICATION FORMS**

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

**Do NOT Alter Any Forms.**

**Doing so will deem your proposal as non-responsive.**

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

**Reminders:**

- Acknowledge any addendums issued on the bottom of (Appendix C) Certification and Statement of Qualifications form.
- Include your firm's DUNS number on the bottom of (Appendix C) Certification and Statement of Qualifications form. Be sure that your firm is registered with the System of Award Management "SAM" and visit SAM.gov to ensure that your firm's status is active with no exclusions before submitting your proposal.

**APPENDIX A**

**PRICE SCHEDULE**

**RFP No.:** 2022-FP-19  
Bear Lane Security Cameras

**Proposer:** \_\_\_\_\_

**Instructions:**

- 1) Refer to the "Scope of Work" and "Security Cameras Specifications" sections before completing the Price Schedule and quote your best price.
- 2) **Submit in a separately sealed envelope one (1) signed Price Schedule.** On the outside of your sealed proposal address your envelope with the information as noted in the "Instructions to Proposers" Section 5 or submit your complete proposal package electronically to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to the deadline of 3:00 p.m. (CST) Tuesday, December 13, 2022.
- 3) Pricing includes required warranty as specified in the Scope of Work, Section 13.0.

**BEAR LANE SECURITY CAMERAS**

<b>Estimated Quantity</b>	<b>Products</b>	<b>Unit Price</b>	<b>Total Price</b>
54	Cameras (All Hardware, Network Cabling and Mounting Components)	\$	\$
54	On-Site Installation and Labor for Camera and Network Cabling Installation	\$	\$
70	Camera Licensing	\$	\$
1	Video Management Software Installation and Setup	\$	\$
1	Server/NVR to record Camera Footage	\$	\$
1	Shipping and Handling (If Applicable)	\$	\$
<b>Bear Lane Security Cameras Total</b>			\$

**APPENDIX A  
PRICE SCHEDULE CONTINUED**

**RFP No.:** 2022-FP-19  
Bear Lane Security Cameras

**Proposer:** \_\_\_\_\_

**WARRANTY**

Warranty Term	Description	If Yes (check below)	If Not (State Warranty Term)
1 Year	Parts, Material and Labor		
5 Year	Servers and IP Cameras		

- Note:** 1. Warranty must be included in your pricing.  
2. Warranty begins on date of installation completion and acceptance by the Director of IT.

**Authorized by:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX B  
CERTIFICATION FORM**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX C

### CERTIFICATION AND STATEMENT OF QUALIFICATIONS

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Business  
Address: \_\_\_\_\_  
Street, City, State and Zip

Telephone: Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Firm Owner: \_\_\_\_\_ Firm CEO: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a Contract? \_\_\_\_\_

Taxpayer ID#: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

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

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

## APPENDIX C

### CERTIFICATION AND STATEMENT OF QUALIFICATIONS (CONTINUED)

<b>ACKNOWLEDGMENT OF ADDENDUM / ADDENDA</b>
---

I acknowledge receipt of the following addendum/addenda (list all addenda numbers):

---

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

**APPENDIX D**

**DISCLOSURE OF INTERESTS CERTIFICATION**

FIRM NAME: \_\_\_\_\_

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

**DISCLOSURE QUESTIONS**

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

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

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

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

NAME	TITLE
_____	_____
_____	_____

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

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____



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

NAME

CONSULTANT

_____	_____
_____	_____

CERTIFICATE

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

Certifying Person: \_\_\_\_\_

Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX E

### Sample Form 1295

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> 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)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input type="checkbox"/></span>			
<b>6 UNSWORN DECLARATION</b> 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____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**APPENDIX F**

**Buy America Certificate**

**Certification requirement for procurement of steel, iron, or manufactured products (required for contracts over \$150,000)**

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations of 49 CFR §661.

Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Or

**CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

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

Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPENDIX G**

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

I, \_\_\_\_\_, \_\_\_\_\_, hereby certify on behalf of the  
(Name) (Title)  
\_\_\_\_\_, that:  
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

## APPENDIX H



CORPUS CHRISTI REGIONAL  
TRANSPORTATION AUTHORITY

### CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY BOARD APPROVED

### ACCESSIBILITY POLICY

#### POLICY STATEMENT

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

#### APPLICABILITY

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

- Policy Development
- Customer Service
- Service Provision and Operation (Directly Provided or Contracted)
- Employment
- Physical Environment
- Communications/Media/Website
- Public Involvement
- External Meetings and Agency Sponsored Events
- Fleet Characteristics
- Maintenance

- Safety/Security/Emergency Operations
- Procurements
- Staff Development and Training
- Construction and Engineering
- Route and Service Planning

## **IMPLEMENTATION**

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

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

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

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

## **POLICY REVIEW**

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

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

Adopted July 6, 2011

Signed by: \_\_\_\_\_ Company: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX I**

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

- 1. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
- 2. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
- 3. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
- 4. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_

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

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**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. 2022-FP-19

PAGE: \_\_\_\_ PARAGRAPH: \_\_\_\_ SUBJECT: \_\_\_\_\_

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*

**FOR CCRTA USE**

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response:

\_\_\_\_\_  
Chief Executive Officer/Designee

## APPENDIX K

### PROPOSAL SUBMISSION CHECKLIST

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

Proposal Documents Required	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Technical/Functional Requirements	
3. Qualification (Experience, Satisfaction of Previous and Current Clients and Technical Competence)	
4. Project Management Plan	
5. Staffing and Project Organization	
6. Certification Forms:	
6.1 Certification Form (Appendix B)	
6.2 Certification and Statement of Qualifications (Appendix C)	
6.3 Disclosure of Interests Certification (Appendix D)	
6.4 Buy America Certificate (Appendix F)	
6.5 Certification of Restrictions on Lobbying (Appendix G)	
6.6 Accessibility Policy (Appendix H)	
6.7 References (Appendix I)	
<b>Mailed Proposals MUST include the following:</b>	
1. One original Proposal	
2. Five hard copies of Proposal	
3. One electronic copy of Proposal on a USB Flash Drive	
<b>Electronic Submission of Proposal and Price Schedule (Appendix A):</b>	
1. If submitting electronically, please submit your Proposal <b>in one separate file.</b>	
2. Submit all Certification Forms (Appendix B, C, D, F, G, H and I) <b>in one separate file.</b>	
3. Please submit the Price Schedule (Appendix A) <b>in another separate file.</b>	
<b>All three files should be clearly titled and submitted together in the same email to <a href="mailto:procurement@ccrta.org">procurement@ccrta.org</a>.</b>	
<b>Price Schedule (Appendix A) – One (1) original sealed in a separate envelope NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.</b>	
- Price Schedule (Appendix A) Proposer must:	
1. List the Proposer's Name	
2. Complete the Price Schedule	
3. Sign, Print, and Date the Price Schedule (Appendix A)	

<b>6.1 Certification Form (Appendix B) – Sign, Print Name, Print Title and Date</b>	
<b>6.2 Certification and statement of Qualifications (Appendix C)</b>	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	
1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	
10. Number of years in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type	
18. Addenda Acknowledgement – write in each addendum issued (i.e. Addendum No. 1, 2, and 3)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
<b>6.3 Disclosure of Interest Certification (Appendix D)</b>	
Disclosure of Interest Certification (Appendix D) the Proposer must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	

5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date	
<b>6.4 Buy America Certificate (Appendix F)</b>	
1. Complete the Compliance or Non-Compliance section.	
<b>6.5 Certification of Restrictions on Lobbying (Appendix G)</b>	
2. Complete and sign the top and bottom of the page.	
<b>6.6 Accessibility Policy (Appendix H) – Sign, List Company, Position, and Date</b>	
<b>6.7 References (Appendix I)</b>	
- References (Appendix I) the Proposer must:	
1. List 4 similar projects which the firm has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	