



**INVITATION FOR BID  
FOR  
TWO DIESEL FORKLIFTS**

**IFB NO.: 2023-FP-05**

**Date Issued: March 23, 2023**

**Bids will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples, Corpus Christi, Texas 78401 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) until 3:00 p.m. (CST) Thursday, May 4, 2023 for Two Diesel Forklifts.** This is a one-time purchase firm-price supply and service contract to include warranty and training. Bid prices shall be good for one hundred eighty (180) calendar days from the Board approval date.

**It is anticipated that any supplies under the resulting contract from this solicitation may be funded by the Federal Transit Administration (FTA) 5339 funds and is contingent upon funding availability; therefore, all rules and regulations related to the funding source apply.**

**Bidders are encouraged to attend a pre-bid conference scheduled for Thursday, April 6, 2023 at 3:00 p.m. (CST) in the Board Room on the second floor at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.** The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions bidders may have concerning this procurement. **Although attendance is not mandatory, bidders are strongly encouraged to attend.**

If you are unable to attend the pre-bid conference, but would like to remotely participate via Zoom, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Thursday, April 6, 2023.

Requests for Information/Exceptions/Approved Equals Requests will be due by 3:00 p.m. (CST), Thursday, April 13, 2023, with a response from the CCRTA by Thursday, April 20, 2023.

Copies of this Invitation for Bid (IFB) and information may be obtained from the CCRTA website at [www.ccrta.org/news-opportunities/business-with-us/](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, at [procurement@ccrta.org](mailto:procurement@ccrta.org).

The CCRTA has a Disadvantaged Business Enterprise (DBE) program; however, the CCRTA has determined that ZERO PERCENT (0%) DBE participation is required for this contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For

additional information, please contact Laura Yank, DBE Liaison Officer, at (361) 903-3521 or [ccrtadbe@ccrta.org](mailto:ccrtadbe@ccrta.org).

The following bid documents are applicable under this procurement:

- Invitation for Bid,
- Instructions to Bidders,
- Scope of Work,
- Standard Supply Agreement Terms and Conditions,
- Standard Service Terms and Conditions,
- Federal Supplemental Conditions (Materials & Supplies),
- Price Schedule (Appendix A),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H),
- References (Appendix I),
- Request for Information/Exceptions/Approved Equals Requests Form (Appendix J), and
- Bid Submission Checklist (Appendix K).

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

**For mailed bid submission, please submit as follows:**

- Price Schedule (Appendix A) – Submit **one signed Price Schedule in a sealed envelope**,
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Buy America (Appendix F),
- Certification of Restrictions on Lobbying (Appendix G),
- Accessibility Policy (Appendix H), and
- References (Appendix I).
  
- **Bidder must submit the following required documents in order for Bidder's bid to be considered for an award:**
  - Equipment Literature
  - All Warranty Terms and Conditions

**For electronic bid submissions to [procurement@ccrta.org](mailto:procurement@ccrta.org), please submit as follows:**

- Price Schedule (Appendix A) – **Sign and Submit (in a separate file), and**
- Certification Forms (Appendix B, C, D, F, G, H, and I), **Sign All and Submit (in a separate pdf file).**
  
- **Bidder must submit the following required documents in order for Bidder’s bid to be considered for an award:**
  - Equipment Literature
  - All Warranty Terms and Conditions

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

**Note:** Bidder’s email submission must be less than 30MB. If your email submission is more than 30MB, submit your bid 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.

**Bidders 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 Bidder’s bid:**

- Copy of Insurance

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

- Form 1295 “Certificate of Interested Parties”

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

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

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

### **2. EXPLANATIONS AND COMMUNICATIONS**

- 2.1 Any explanation desired by a bidder regarding the meaning or interpretation of these instructions or any other bid documents must be requested in writing to the CCRTA's Procurement Department with sufficient time allowed for a reply to reach bidders before the submission of their bids.
- 2.2 Oral explanations or instructions will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
- 2.3 All communications regarding this solicitation - written, faxed, or e-mailed should be made directly to the Procurement Department. Any violation could be grounds for disqualification.

### **3. SPECIFICATIONS**

- 3.1 Bidders are expected to examine the specifications, any drawings, standard provisions and all instructions. Failure to do so will be at the bidder's risk. Bids which are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive bids.
- 3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

### **4. ALTERNATE BIDS**

The CCRTA may also consider and accept an alternate form of bid submitted by a bidder when most advantageous to the CCRTA; however, any alternate form of bid must be submitted for prior approval by the CCRTA. If the Bid Invitation indicates "approved equal" products are acceptable, the bidder must submit the proposed equivalent product for prior approval by the CCRTA. Unless a greater time is specified in the Bid Invitation, specifications or other special instructions applicable to federal grant-funded contracts, any

such alternate or proposed equal must be submitted to the CCRTA for prior approval. **All alternate forms of bids or proposed equals must be submitted through the RFI submission process in writing using the Request for Information/Exceptions/Approved Equals Request (Appendix J) Form enclosed in this IFB.**

## **5. INFORMATION REQUIRED**

- 5.1 Each bidder shall furnish the information required by the bid documents. The bidder shall sign the Price Schedule and, when appropriate, the specifications, which documents shall collectively constitute the bidder's offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.
- 5.2 The bidder should quote its lowest and best price. If delivery and shipping quantities affect a unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the CCRTA to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.
- 5.3 Bids must be firm. If the bidder believes it necessary to include in its price a price adjustment, however, such a bid may be considered but only as an alternate bid.
- 5.4 Bids on items should be quoted F.O.B. destination. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the CCRTA shall have the right to designate what method of transportation shall be used to ship the goods.
- 5.5 The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 5.6 Time of delivery is part of the bid and very important. The required delivery date indicated is at point of destination, and if stated as a number of days, will include Saturdays, Sundays, and holidays. If the indicated date cannot be met or a date is not indicated in the specifications, the bidder shall state its best delivery time.
- 5.7. **BIDDERS must submit the Price Schedule (one signed in a separately sealed envelope), along with the signed certification forms and required documents. Failure to provide this information may deem your bid to be non-responsive.**

## **6. SUBMISSION OF BIDS.**

- 6.1. Sealed Bids should be submitted in an envelope marked on the outside containing the

bidder's name and address and bid description addressed to:

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
Attn: Procurement Department  
602 N. Staples Street  
Corpus Christi, TX 78401  
Bid For: IFB No. 2023-FP-05 Two Diesel Forklifts  
Bid Due Date: Thursday, May 4, 2023 by 3:00 p.m. (CST)**

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

Bids may also be electronically submitted to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to the deadline.

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

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

### 6.3 **Schedule**

Bids shall be governed by the following schedule:

- **March 23, 2023 – IFB Issued**  
Bid documents are available at the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **April 6, 2023 - Pre-Bid Conference** at 3:00 p.m. (CST) at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely participate via Zoom, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) on this day.
- **April 13, 2023 – Request for Information/Exceptions/Approved Equals Requests**  
Written Request for Information/Exceptions/Approved Equals Requests (Appendix J) are due no later than 3:00 p.m. (CST). Request for Information must be received via email to [procurement@ccrta.org](mailto:procurement@ccrta.org) or hand-delivered at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to the deadline.

- **April 20, 2023 – CCRTA’s Response to Request for Information/Exceptions/Approved Equals Requests**  
Responses will be posted to the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **May 4, 2023 - Bids Due**  
Bids are due no later than 3:00 p.m. (CST). All Bids must be received at the CCRTA’s Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to deadline.
- **May 4, 2023 – Bid Opening**  
The Bid Opening will be held at 3:30 p.m. (CST) on Thursday, May 4, 2023 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 Bid Opening remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Thursday, May 4, 2023.
- **June 7, 2023 – Contract Awarded (Tentative)**  
The CCRTA’s Board of Directors will meet to award a Contract to the successful Bidding firm(s).

**7. MODIFICATION OR WITHDRAWAL OF BIDS.**

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

**8. OPENING BIDS.**

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

**The Bid Opening will be held at 3:30 p.m. (CST) on Thursday, May 4, 2023 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 Bid Opening remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Thursday, May 4, 2023.**

**9. REFERENCES.**

The CCRTA requires that bidders supply a list of pertinent references using the enclosed Reference Form (Appendix I) in the Certifications section of this IFB.

**10. EVALUATION FACTORS.**

- 10.1 CCRTA will award contracts based upon the lowest responsible bid, price and other factors considered. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.
- 10.2. In determining the “lowest responsible” bid, the CCRTA may consider, in addition to price, other factors such as compliance with the bid documents, delivery requirements, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, the financial or other qualifications and abilities of the bidder, past performance of the bidder, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with the CCRTA’s Affirmative Action policies and goals. A record of poor performance or nonperformance on prior work may disqualify a bidder.
- 10.3. In the event identical bids are submitted which are determined by the CCRTA to be the lowest responsible bids, if only one of such bidders is a resident of the CCRTA service area, the contract must be awarded to that bidder. Otherwise; the successful bidder shall be selected by the casting of lots as provided in Section 271.901 of the Local Government Code.
- 10.4. For contracts not involving federal funds, in the event a bid is submitted by a “Nonresident Bidder” as defined under Chapter 2252 of the Texas Government Code, additional evaluation factors may apply if in the home state of the nonresident bidder a preference exists in favor of local bidders. The nonresident bidder will be required to underbid any Texas bidder for this contract by the same amount that a Texas bidder would need to underbid the nonresident bidder in order to be awarded a contract in the nonresident bidder’s home state. Bidders may contact the CCRTA or the Texas General Services Commission for information concerning particular state requirements.

**11. RESERVATION OF RIGHTS.**

The CCRTA expressly reserves the right to:

- 11.1. Reject or cancel any or all bids;
- 11.2. Waive any defect, irregularity or informality in any bid or bidding procedure;
- 11.3. Waive as an informality, minor deviations from specifications at a lower price than other



bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;

11.4. Extend the bid opening time and date;

11.5. Reissue a bid invitation;

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

11.7. Procure any item or services by other means.

## **12. ACCEPTANCE.**

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

## **13. BID PROTESTS.**

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

## **14. EQUAL OPPORTUNITY.**

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

## **15. SINGLE BID.**

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

**16. SALES TAX EXEMPTION.**

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

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

(Only to be submitted if chosen for award)

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

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

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

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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.

**18. 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.

## SCOPE OF WORK

### 1.0 DESCRIPTION

The Corpus Christi Regional Transportation Authority (CCRTA) is seeking bids from qualified firms interested in providing **Two (2) 6,000 LBS Capacity Diesel Forklifts** that will be capable of lifting a total of 3,500 lbs. The forklifts will be utilized to move heavy equipment and inventory stock throughout the CCRTA's Operations Facility. In addition, the equipment will be used by the Material Management team to move inventory stock.

### 2.0 SPECIFICATIONS

The Bidder will furnish two (2) new **6,000 LBS Capacity Forklifts** or approved equal according to the following specifications:

**Diesel 6,000 LBS Capacity, I.C. Pneumatic Tire Forklift @ 24" Load Center with OIL DISC BRAKES - 5 Year /10,000 Hour Warranty on brakes.**

<b>Engine</b>	2.4 D24A <b>Tier 4</b> Doosan Diesel Engine
	Diesel 59 HP @ 2,300 rpm
<b>Transmission</b>	Single Speed Powershift
<b>Mast: ITA Class III</b>	High Visibility <b>Triplex MFH 186" OAL 86" FFH 60"</b>
<b>Tilt Cylinders</b>	6° Fwd/5° Back
<b>Carriage – Side Shift Fork Position</b>	<b>46" WIDE Side Shifting Forkpositioner</b>
<b>Standard Carriage III</b>	46" wide carriage Class III
<b>Pallet Forks Class III</b>	2X5X59" Pallet Forks
<b>Load Backrest</b>	N/A
<b>Internal Hosing</b>	Included
<b>Hydraulic Valve</b>	<b>4-Section Lever Valve &amp; internal Hosing</b>
<b>Over head Guard</b>	STD
<b>Drive Tires</b>	<b>SOLID Pneumatic 8.15 x-15</b>
<b>Steer Tires</b>	<b>SOLID Pneumatic 6.50 x-10</b>
<b>Seat</b>	Vinyl Suspension Seat
<b>Alternator</b>	Standard
<b>Exhaust System</b>	Standard Muffler
<b>Warning Device Light</b>	Amber Strobe (OHG Mounted -Top Side)
<b>Paint Option</b>	Doosan Orange

#### Standard Equipment

**Warning Device - Electronic Back-Up Alarm, and 2 Rear View Mirror Kit, Horn on Rear Grab Bar, and FWD 7 Revers Gear Operated Blue Safety Lights, 5 lbs. Fire extstigsuer**

**Hydrostatic Steering, Tilt Steering Column, Drawbar Pin, Stop/Tail/Back-Up Lights, Overhead Guard, Two Headlights-OHG Mounted, Operator Restraint System, Tilt Cylinders, Elevated Air Intake.**

### **3.0 WARRANTY TERMS**

Each **6,000 LBS Capacity Forklift** will be warranted for a period of **one (1) year or 2,000 hours full coverage** and **three (3) years or 6,000 hours for powertrain** commencing from the effective date of acceptance by the CCRTA. During the warranty period, parts that are found to be defective will be repaired or replaced by the awarded vendor without charge. The repaired or replaced equipment will be returned with freight charges prepaid by the awarded vendor.

- Each forklift shall be warranted for a minimum period of 12 months from the date of installation at the CCRTA.
- Provide all warranty terms and conditions as part of your proposal.

### **4.0 TRAINING**

Hands on training for maintenance staff, technicians and PMI instructions are required. Electronic parts and service manuals are required with delivery. Training will cover one (1) day for three (3) independent shifts. Each class will be a minimum of two and 1/2 (2.5) hours long. Classroom curriculum will include in classroom training (theory), as well as hands on training of a live in-service system troubleshooting common known faults. The CCRTA has a training facility classroom located at the CCRTA's Operations Facility's Maintenance Shop at 5658 Bear Lane, Corpus Christi, Texas 78405. The classroom has seating for up to 15 personnel. It has a 70' inch monitor for use in the instruction of classroom training as well as training tables, chairs and internet access.

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

### 1. TERM.

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

### 2. DESCRIPTION – SALE OF GOODS.

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

### 3. CONTRACTOR TO PACKAGE GOODS.

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

### 4. NO SHIPMENTS UNDER RESERVATION.

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

### 5. TITLE AND RISK OF LOSS.

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

### 6. PURCHASE OR RELEASE ORDER.

The CCRTA shall exercise its right to specify time, place, and quantity to be delivered in the following manner: Any of the CCRTA's separate departments or divisions may send to Contractor a purchase or release order signed by an authorized agent of the department or division. The order

shall refer to this Supply Contract 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.

The Contractor shall submit invoices on a monthly basis or as otherwise specified in the Contract documents to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org). Invoices sent through the U.S. Mail will also be accepted and shall be addressed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. Invoices shall indicate the Purchase Order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable should be attached to the invoice. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or delivery, whichever is later. In the event payment has not been made by the due date, the Contractor shall submit a reminder invoice marked "order due." The CCRTA reserves the right to review all of Contractor's invoices after payment and recover any overcharge resulting from such review. Invoices will be paid net 30.

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

11. WARRANTY-PRODUCT.

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

12. WARRANTY-SAFETY.

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

13. WARRANTY-INFRINGEMENTS.

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

14. ESTIMATED QUANTITIES.

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

15. SUBSTITUTE SUPPLIERS.

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

16. TERMINATION.

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

17. ASSIGNMENT-DELEGATION.

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

18. MODIFICATIONS-WAIVER.

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



19. INTERPRETATION.

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

20. APPLICABLE LAW.

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

21. ADVERTISING.

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

22. GRATUITIES.

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

23. EQUAL OPPORTUNITY.

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

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

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

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

24. ENFORCEABILITY.

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

25. NOTICES.

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

26. LIABILITY INSURANCE COVERAGE.

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

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

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

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

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

27. WORKERS' COMPENSATION.

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

## **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 on a monthly basis or as otherwise specified in the Contract documents to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org). Invoices sent through the U.S. Mail will also be accepted and shall be addressed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. Invoices shall indicate the Purchase Order 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, the Contractor shall submit a reminder invoice marked “overdue”. The CCRTA reserves the right to review all of the Contractor’s invoices after payment and recover any overcharges resulting from such review. Invoices will be paid net 30.

### **3. TOOLS, EQUIPMENT AND SUPPLIES.**

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

### **4. ESTIMATED QUANTITIES.**

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

### **5. LIABILITY INSURANCE COVERAGE.**

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

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

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

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

## 6. WORKERS' COMPENSATION.

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

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

6.1. The following definitions shall apply:

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

Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes,

without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage 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.

6.9.8. 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.

6.10. 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  
(MATERIALS & SUPPLIES)  
TABLE OF CONTENTS**

**1. Notification of Legal Matters.....**

**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. Seat Belt Use.....**

**19. Distracted Driving, Including Text Messaging While Driving.....**

**20. Federal Tax Liability and Recent Felony Conviction.....**

## **FEDERAL SUPPLEMENTAL CONDITIONS**

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

### **1. Notification of Legal Matters**

The Contractor shall notify the CCRTA of any and all matters that the Contractor knows or reasonably should know may affect the Federal Government's interests. This notification requirement includes, but is not limited to, current or prospective legal matters such as an actual or potential major dispute, breach, default, litigation, naming of the CCRTA or the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include but are not limited to, the Federal Government's interests in the Contract, the underlying CCRTA/FTA Agreement, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. The Contractor agrees to include this clause in every subcontract awarded at every tier. The Contractor shall further notify the CCRTA of any potential fraud, waste, or abuse occurring on the Contract or Project.

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

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

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

(3) The Contractor agrees to include the above two clauses in each subcontract financed in

whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

The following access to records requirements apply to this Contract:

(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**

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

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

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

(3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975,



as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

Contracts involving subcontractors (exclusive of transit vehicle purchases)

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

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

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

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

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

## **9. Debarment and Suspension**

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

## **10. Buy America**

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

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

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the CCRTA's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the CCRTA's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CCRTA's CEO shall be binding upon the Contractor and the Contractor shall abide by the decision. Performance During Dispute - Unless otherwise directed by the CCRTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for

Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Texas 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 the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **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 CCRTA.

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

## **14. Clean Water**

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

## **15. Cargo Preference**

The 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**

The Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

## **17. Energy Conservation**

Contractor shall comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C.

## **18. Seat Belt Use**

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (a) Adopting and promoting on-the-job seat belt use policies and programs for

its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(b) Including a "Seat Belt Use" provision in each of its sub-contractor agreements related to the Contract.

## **19. Distracted Driving, Including Text Messaging While Driving**

(a) The Contractor agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and:

(i) Adopt and enforce policies that ban text messaging while driving in Contractor-owned or rented vehicles or, if applicable, Authority-owned vehicles; or while driving privately-owned vehicles when performing any Work for or on behalf of the Authority.

(ii) Conduct initiatives in a manner commensurate with the size of the business, such as,

(A) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(B) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract;

(ii) **Contractor Size.** The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) **Extension of Provision.** The Contractor agrees to include these Special

Provisions of this Contract in its sub-contract agreements, and encourage its sub-contractors to comply with this Special Provision.

(b) For purposes of this paragraph, the phrase “text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise; it does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

## **20. Federal Tax Liability and Recent Felony Conviction**

Contractor agrees that, prior to entering into any subcontract, Contractor will require the subcontractor to provide a certification on Federal Tax Liability and Recent Felony Convictions, which should be identical to the certification that Contractor provided the Authority. If the prospective subcontractor cannot certify as to the statements, Contractor shall not enter into the subcontract absent Authority and FTA approval. Contractor agrees to include this clause in every subcontract awarded at every tier.

## CERTIFICATION FORMS

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

Do **NOT** Alter Any Forms.

Doing so will deem your bid as non-responsive.

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

### Reminders:

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

**APPENDIX A  
PRICE SCHEDULE**

**IFB No.: 2023-FP-05**  
**PROJECT: Two Diesel Forklifts**

**FIRM:** \_\_\_\_\_

**INSTRUCTIONS:**

1. Refer to “Instructions to Bidders” and “Scope of Work” and quote your best price FOB delivery to 5658 Bear Lane, Corpus Christi, Texas 78405.
2. Bidders must complete all information requested. **NO ITEMS MAY REMAIN BLANK.**
3. The Contract shall be awarded on a unit price basis; therefore, unit prices shall prevail in the event of any addition or errors made by the Bidder.
4. **Submit one original Price Schedule.** On the outside of your sealed bid address your envelope with the information as noted in “Instructions to Bidders” Section 6 or submit your bid electronically to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to the deadline.
5. Pricing **must** include required warranty and training as specified in Scope of Work, Section 3.0.

**TWO DIESEL FORKLIFTS**

Item Description	Quantity (a)	Unit Price (b)	Total = (a x b)
<b>Diesel Forklifts</b>	2	\$	\$
<b>TOTAL BID:</b>			\$

<u><b>Manufacturer and Model Bid</b></u>			
Write-in the Manufacturer and Model you are bidding. Must meet the requirements listed in the Scope of Work.			
Manufacturer		Model	

- INCLUDE EQUIPMENT LITERATURE IN YOUR BID RESPONSE
- INCLUDE ALL **WARRANTY** TERMS AND CONDITIONS INFORMATION WITH YOUR BID



**APPENDIX A  
PRICE SCHEDULE CONTINUED**

**IFB No.: 2023-FP-05**  
**PROJECT: Two Diesel Forklifts**

**FIRM:** \_\_\_\_\_

Number of CALENDAR DAYS for <b>DELIVERY</b> After Receipt of Order (ARO):	Calendar Days
--	---------------

**Authorized by:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX B  
CERTIFICATION FORM**

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX C**

**CERTIFICATION AND STATEMENT OF QUALIFICATIONS**

The undersigned BIDDER 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</b> OF ADDENDUM / ADDENDA
---

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

---

Unique Identity ID # \_\_\_\_\_ (Required) Is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

**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.																																									
<b>4</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
<b>5</b> Check only if there is no Interested Party. <input type="checkbox"/>																																									
<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_____. (month) (year) <div style="text-align: center; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																																									
<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 bidder or order 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 bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an 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 \_\_\_\_\_, 2023.

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 Bidder must supply a list of four (4) similar projects which your company has completed within the last five (5) years. DO NOT INCLUDE THE CCRTA AS A REFERENCE.

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 Bidder 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: IFB No. 2023-FP-05

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*  
\*\*\*\*\*

FOR CCRTA USE

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

Response:

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

## APPENDIX K

### Bid SUBMISSION CHECKLIST

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

Bid Documents Required	Check	
The following Bid Documents must be submitted:		
1. Price Schedule (Appendix A) in a separately sealed envelope		
2. Certification Forms:		
2.1 Certification Form (Appendix B)		
2.2 Certification and Statement of Qualifications (Appendix C)		
2.3 Disclosure of Interests Certification (Appendix D)		
2.4 Buy America (Appendix F)		
2.5 Certification of Restrictions on Lobbying (Appendix G)		
2.6 Accessibility Policy (Appendix H)		
2.7 References (Appendix I)		
2.8 Equipment Literature		
2.9 Warranty Terms and Conditions		
<b>1. Price Schedule (Appendix A) – Submit the following:</b>		
<p><b>If submitting your bid by mail</b>, submit one signed Price Schedule in a sealed envelope along with Certification Forms (Appendix B, C, D, F, G, H, and I). Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 6.</p> <p><b>If submitting your bid electronically</b> to <a href="mailto:procurement@ccrta.org">procurement@ccrta.org</a>, please submit one signed Price Schedule in pdf format, Certification Forms (Appendix B, C, D, F, G, H, and I) in two separate electronic files.</p> <p><b>All electronic files must be clearly titled and submitted together in the same email.</b></p>		
- Price Schedule (Appendix A) Bidder must:		
1. List the Firm Name		
2. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)		
<b>2. Certification Forms:</b>		
<b>2.1 Certification Form (Appendix B) – Sign, Print, Date and list Title</b>		
<b>2.2 Certification and Statement of Qualifications (Appendix C)</b>		
- Certification and Statement of Qualifications (Appendix C) Bidder 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>i.e. Addendum No. 1, 2, and 3</i> )		
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov		
<b>2.3 Disclosure of Interest Certification (Appendix D)</b>		
- Disclosure of Interest Certification (Appendix D) the Bidder must:		
1. Firm Name		
2. Street, City, Zip		
3. Identify your Firm by circling one of 1-4 or provide other in 5		
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.		
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date		
<b>2.4 Buy America Certificate (Appendix F)</b>		
- Buy America Certificate (Appendix F) Bidder must complete either the compliance or non-compliance sections as follows:		
1. Date		
2. Sign		
3. Printed Name		
4. Title		
5. Company Name		
<b>2.5 Certification and Restrictions on Lobbying (Appendix G)</b>		

- Certification and Restrictions on Lobbying (Appendix G) Bidder must:		
1. Name		
2. Title		
3. Company Name		
4. Date		
5. Sign		
6. Printed Name		
7. Company Name		
<b>2.6 Accessibility Policy (Appendix H) – Sign, List Company, Position, and Date</b>		
<b>2.7 References (Appendix I)</b>		
- References (Appendix I) the Bidder must:		
1. List 4 similar projects which the firm has completed within the last five years.		
2. Provide a list of contracts that the firm currently has in process.		
<b>2.8 Enclose Equipment Literature</b>		
<b>2.9 Enclose Warranty Terms and Conditions</b>		