



**INVITATION FOR BID
FOR
TRANSPORTATION UNIFORM SUPPLY**

IFB No.: 2023-SP-15

Date Issued: August 10, 2023

Sealed bids will be received at the office of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA," at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401, until 3:00 p.m. (CST), Thursday, October 5, 2023 for Transportation Uniform Supply. This is a three-year, firm price supply and service contract. Bid prices shall be good for one hundred twenty (120) calendar days from the Board approval date. It is the responsibility of the Bidder to ensure that the bid is delivered prior to the deadline. **Bids received after the deadline will not be accepted and will be returned to the Bidder unopened.**

Bidders are encouraged to attend a pre-bid conference scheduled for Thursday, August 24, 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, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) Thursday, August 24, 2023.

Requests for Information/Exceptions/Approved Equals Requests will be due by 3:00 p.m. (CST), Thursday, September 7, 2023, with a response from the CCRTA by Thursday, September 21, 2023.

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

The following bid documents are applicable under this procurement:

- Invitation for Bids,
- Bid Submission Checklist (Use As A Reference),
- Instructions to Bidders,
- Specifications,

- CCRTA's Logo Examples (Exhibit I),
- Standard Supply Agreement Terms and Conditions,
- Standard Service Terms and Conditions,
- Price Schedule (Attachment A) –Separate Attachment (Fillable PDF),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder/Offeror/Proposer Information Sheet (Attachment F), and
- Request for Information/Exceptions/Approved Equals Requests Form (Attachment G).

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 (Attachment A), **one signed paper hardcopy, and one electronic file on a USB Flash Drive in the original PDF Format,**
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E), and
- Bidder/Offeror/Proposer Information Sheet (Attachment F).

For electronic bid submissions to procurement@ccrta.org, please submit as follows:

- Price Schedule (Attachment A) – **Sign and Submit in the original fillable PDF format.**
- Certification Forms (Attachments B, C, D, E, and F) **Sign All and Submit in a separate PDF file.**

Both 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 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"

BID SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Attachment A) – (Separate Attachment),	
2. Certification Form (Attachment B),	
3. Conflict of Interest Acknowledgement and Certification (Attachment C),	
4. Acknowledgement of Addendum/Addenda (Attachment D),	
5. References (Attachment E), and	
6. Bidder/Offeror/Proposer Information Sheet (Attachment F).	
<p>1. Price Schedule (Attachment A) – Submit the following:</p> <p>If submitting your bid by <u>mail</u>, submit as follows:</p> <ol style="list-style-type: none"> One signed Price Schedule (Attachment A) one signed paper hardcopy, and one electronic file on a USB Flash Drive in the original fillable PDF format, and Certification Forms (Attachment B, C, D, E, and F) enclosed in another envelope. <p>Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 6.</p> <p>If submitting your bid <u>electronically</u> to procurement@ccta.org, please submit as follows:</p> <ol style="list-style-type: none"> One signed Price Schedule (Attachment A) in one file, and Certification Forms (Attachment B, C, D, E, and F) must be submitted (in a separate file). <p>Both electronic files must be clearly titled and submitted together in the same email.</p>	
Bidder must:	
1. List the Firm Name	
2. Complete the – Unit Price Fields in Both Columns	
3. The Total Unit Price Field and Overall Unit Price Field Will Automatically Populate	
4. Sign, Print, Date and Provide Title on Price Schedule (Attachment A)	
2. Certification Form (Attachment B) – Sign, Print, Date and list Title	
3. Conflict of Interest Acknowledgement and Certification (Attachment C)	
List Bidder's Name, Sign, Print, Date, and list Title	
4. Acknowledgement of Addendum/Addenda (Attachment D)	

<ul style="list-style-type: none"> - List Firm Name and write in each addendum issued (<i>i.e. Addenda No. 1, 2, and 3</i>) - Sign, Print Name and Title, and Date 	
5. References (Attachment E) – Bidder must:	
1. List 4 similar projects which he/she has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	
6. Bidder/Offeror/Proposer Information Sheet Form (Attachment F)	
I. Bidder/Offer/Proposer must: <ul style="list-style-type: none"> - List Company Name, Address, City, State, Zip Code, FEIN/TIN and Unique Identity number - List if the Company is a subsidiary. If yes, name the Holding/Parent Company - List the number of years the Company has been in business - List the Company’s Commodity/NAICS Code and Corresponding Index Entry 	
II. Disadvantaged Business Enterprise (DBE) Certification <ul style="list-style-type: none"> - If you are currently certified as a DBE, list the year of initial certification and the name of the agency with whom you are certified. 	
III. Bidder/Offeror/Proposer Primary Contact <ul style="list-style-type: none"> - List Name, Title, Telephone numbers (office and mobile), and a valid email address 	
IV. Authorized Signatory (If different from Primary Contact) <ul style="list-style-type: none"> - List Name, Title, Telephone numbers (office and mobile), and a valid email address 	

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 Form (Attachment G) enclosed in this IFB for approval prior to bid submission.**

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 paper hardcopy, and one electronic file on a USB Flash Drive in the original fillable PDF format). 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-SP-15 Transportation Uniform Supply**

Bid Due Date: October 5, 2023 by 3:00 p.m. (CST)

For electronic submission of your bid, please email your bid to procurement@ccrta.org prior to the bid submission 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:

- **August 10, 2023 – IFB Issued**
Bid documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **August 24, 2023 - Pre-Bid Conference** will be held at 3:00 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely participate, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **September 7, 2023 – Request for Information/Exceptions/Approved Equals Requests**
Written Request for Information/Exceptions/Approved Equals Requests (Attachment G) are due no later than 3:00 p.m. (CST). Request for Information must be received via email to procurement@ccrta.org or hand-delivered at the CCRTA's Staples Street Center located at 602 N.

Staples Street, Corpus Christi, Texas 78401 prior to the deadline.

- **September 21, 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/.
- **October 5, 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 prior to deadline.
- **October 5, 2023 – Bid Opening**
The Bid Opening will be held at 3:30 p.m. (CST) on Thursday, October 5, 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 by 1:00 p.m. (CST) Thursday, October 5, 2023.
- **November 1, 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, October 5, 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 by 1:00 p.m. (CST) Thursday, October 5, 2023.

9. REFERENCES.

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

10. EVALUATION FACTORS.

10.1 The CCRTA will award contracts based upon the lowest, responsive and 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, responsive, and 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, responsive, and 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, responsive, and responsible bidder.

15. SINGLE BID.

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

established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications.

16. SALES TAX EXEMPTION.

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

17. FORM 1295 “CERTIFICATE OF INTERESTED PARTIES”

(Only to be submitted if chosen for award)

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

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

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

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

18. NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS

Bidders are advised not to contact any Board members of the CCRTA directly in any manner during this bid 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 IFB must be made through the Procurement Department.

SPECIFICATIONS

1.0 GENERAL

The CCRTA is seeking a vendor to supply and service bus operator and supervisor uniforms. The current employees serviced under this contract are comprised of approximately 71 male and 21 female operators, and 11 male and seven (7) female administrative staff personnel with the potential to expand to 107 full-time operators and six (6) part-time operators. The coordination of the servicing of this contract is of the utmost importance. New employees are supplied with five (5) shirts, three (3) pants, one (1) light weight jacket and one (1) tie.

2.0 GENERAL REQUIREMENTS

2.1 The BIDDER shall maintain adequate shelf-stock to service this contract.

2.2 The BIDDER shall service this contract when called upon at the CCRTA's Operations Facility (5658 Bear Lane, Corpus Christi, Texas 78405) on pre-scheduled days. If the BIDDER does not have a local storefront location, the BIDDER will be required to visit the CCRTA's property every two (2) weeks.

3.0 QUALITY ASSURANCE

The BIDDER shall replace improperly manufactured and/or improperly fitted garments within seven (7) business days of notification. The BIDDER shall be responsible for incurring all costs, including shipping and handling. Failure to replace garments in a timely manner may be considered as a default of contractual obligation. **The BIDDER shall warrant garments to be free from defects for at least one (1) year against workmanship or fabric defects.**

4.0 DELIVERY REQUIREMENTS

The BIDDER shall deliver all individual orders for sizes small – 3XL within fifteen (15) calendar days after receipt of order. Sizes 4XL and larger shall be delivered within 30 calendar days. Failure to deliver garments in a timely manner may be considered as a default of contractual obligation.

5.0 MEASUREMENTS

The BIDDER shall provide qualified personnel to take measurements at a pre-arranged time that is convenient for the CCRTA's departmental personnel. The BIDDER shall be required to make as many trips as necessary to obtain initial measurements of all personnel. All measurements for new personnel shall be handled in a similar manner. **All initial measurements must be completed within fourteen (14) calendar days after receipt of an executed contract.**

6.0 ALTERATION SERVICES

- 6.1 The CCRTA requires that the BIDDER provide a qualified alteration service available within its service area of Nueces and San Patricio Counties. (In the event that the BIDDER is located outside of the CCRTA's service area, the BIDDER must state how it will service this task as part of its bid.)
- 6.2 Fittings and alterations are to be made by the BIDDER at no additional expense to either the employee or the CCRTA.
- 6.3 Improperly fitted or sized garments will be rejected at no additional expense to either the employee or the CCRTA. The CCRTA may reject alterations made to men's garments to fit women. The BIDDER shall have no more than five (5) business days to correct and outfit the employee after receiving notification of the problem.
- 6.4 The BIDDER is not responsible for paying for "customization" or "style" alterations. However, the BIDDER will reasonably accommodate employees in regard to meeting their individual size, height, and weight requirements.

7.0 CCRTA LOGO DESIGN

The CCRTA shall provide the BIDDER with the logo design to be embroidered onto the shirts and jackets at no charge to either the employee or the CCRTA. A sample of the embroidered logo design for the shirts and jackets will be provided and **must be included in the total unit price quoted**. The Bidder is responsible for all setup charges and fees. See Exhibit I.

Any additional embroidery is required for certain positions to include name and title. Please provide the unit price in Price Schedule (Attachment A).

8.0 CHANGES IN FABRIC OR COLOR

If, during the term of the contract, either changes in the fabric or color become necessary because of circumstances beyond the control of the BIDDER, the BIDDER **must** notify the CCRTA thirty (30) calendar days in advance of the change and provide documentation of the reason for the change. Under no circumstances can a substituted fabric/color be sold to the CCRTA without prior written approval by the CCRTA. **The BIDDER shall be liable for all costs related to unapproved fabrics/colors.**

9.0 LIQUIDATED DAMAGES

The liquidated damages noted in this section will be assessed for unsatisfactory work. Said damages are not imposed as a penalty, but as an estimate of the damages that the CCRTA will sustain from incomplete or unsatisfactory work.

Late delivery of uniforms \$15.00 (per order - per employee)

Wrong delivery	\$15.00 (per order - per employee)
No show on pre-scheduled service days	\$25.00 (per incident)

10.0 UNIFORM ITEMS

The CCRTA requests at least one sample of each item in each color to be submitted by Thursday, September 7, 2023 to:

Michael Ledesma
 Director of Transportation
 Corpus Christi Regional Transportation Authority
 5658 Bear Lane
 Corpus Christi, TX 78405

FOR SUBMITTAL, THE BIDDER SHALL INCLUDE:

10.1 Trousers

- Navy blue trouser
- Polyester material Seven (7) 2” long belt loops - Matching melamine button and brass zipper
- Bartacks at stress points
- Two front slash pockets and two rear pockets in men’s and women’s sizes
- Sizes up to a men’s 70 must be able to be sourced in a similar style and color
- **The CCRTA must approve any and all substitutes prior to manufacturing**

10.2 Shorts

- Polyester material
- Navy blue
- Sizes up to a men’s 70 must be able to be sourced in a similar style and color
- **The CCRTA must approve any and all substitutes prior to manufacturing**

10.3 Bus Operator Shirts (Button down)

- 4.5 oz., 55/45 cotton/polyester
- Button down collar
- Shrink resistant
- Wrinkle resistant
- Soil-release finish
- Double-needle stitching
- Left chest pocket
- Short and long-sleeved styles will be required
- Must be able to provide 100% cotton (if necessary)
- Shirt color must be ultramarine or equivalent, logo in white (Logo 2)
- Sizes up to a 10x must be able to be sourced in a similar style and color

- Long shirt tails must be able to be sourced (if necessary)
- **The CCRTA must approve any and all substitutes prior to manufacturing.**

10.4 Staff Shirts

- Police uniform shirt
- Polyester material
- Shrink resistant
- Wrinkle resistant
- Front zipper
- Double chest pockets
- Short and long-sleeved styles will be required
- White shirt, logo in black (Logo 1)
- Sizes up to a 10x must be able to be sourced in a similar style and color
- Long shirt tails must be able to be sourced (if necessary)
- **The CCRTA must approve any and all substitutes prior to manufacturing.**

10.5 Heavy Weight Jacket

- True royal or equivalent and logo will be in white (Logo 3)
- High quality
- Water repellent exterior
- Lining suitable for winter use
- Built in hood
- Sizes up to a men's 10x must be able to be sourced in a similar style and color
- **The CCRTA must approve any and all substitutes prior to manufacturing.**

10.6 Light Weight Jacket

- True royal or equivalent and logo will be in white (Logo 4)
- High quality
- Water repellent exterior
- Built in hood
- Sizes up to a men's 10x must be able to be sourced in a similar style and color
- **The CCRTA must approve any and all substitutes prior to manufacturing.**

10.7 Tie

- Navy blue
- Clip-on or breakaway style for safety (men)
- Crossover styled tie with snap (women)

10.8 Shoes

- Oxford Casual

- Solid black
- Closed toe
- No greater than 1” heel

10.9 Belt

- Plain solid black
- Plain silver buckle
- Leather and 1.5” to 2” in width

10.10 Vest

- True royal or equivalent (Logo 5)
- 8.3 oz., 100% polyester
- Full length, zipper
- Tricot-lined armholes
- Front zippered pockets
- While rare, sizes up to a men’s 10x must be able to be sourced in a similar style and color
- **The CCRTA must approve any and all substitutes prior to manufacturing.**

10.11 Knit Caps

- Knit cap beanie, navy blue with logo in white
- Knit cap fold up, navy blue with logo in white
- **The CCRTA must approve any and all substitutes prior to manufacturing.**

EXHIBIT I

CCRTA's LOGO



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

EXAMPLES

IN BLACK OR WHITE

Logo 1

Logo in Black



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Dispatch, Training Instructor, and Street Supervisor



Logo 2

Logo in White



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Operator Shirt (Ultramarine)



Logo 3

Logo in White



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Heavyweight and Lightweight Jackets (True Royal)



Logo 4

Logo in White



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Heavyweight and Lightweight Jackets (True Royal)



Logo 5

Logo in White



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

Vest (True Royal)



STANDARD SUPPLY AGREEMENT TERMS AND CONDITIONS

1. TERM.

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

2. DESCRIPTION – SALE OF GOODS.

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

3. CONTRACTOR TO PACKAGE GOODS.

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

4. NO SHIPMENTS UNDER RESERVATION.

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

5. TITLE AND RISK OF LOSS.

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

6. PURCHASE OR RELEASE ORDER.

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

7. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.

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

8. NO REPLACING DEFECTIVE TENDER.

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

9. INVOICES AND PAYMENTS.

The Contractor shall submit invoices, on a monthly basis or as otherwise specified in the Contract documents to 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 Contract 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 and emailed to AccountsPayable@ccrta.org or mailed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. 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.

10. WARRANTY-PRICE.

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

11. WARRANTY-PRODUCT.

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

12. WARRANTY-SAFETY.

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

13. WARRANTY-INFRINGEMENTS.

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

14. ESTIMATED QUANTITIES.

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

15. SUBSTITUTE SUPPLIERS.

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

16. TERMINATION.

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

17. ASSIGNMENT-DELEGATION.

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

18. MODIFICATIONS-WAIVER.

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

19. INTERPRETATION.

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

20. APPLICABLE LAW.

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

21. ADVERTISING.

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

22. GRATUITIES.

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

23. EQUAL OPPORTUNITY.

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

- 23.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.
- 23.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

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

24. ENFORCEABILITY.

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

25. NOTICES.

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

26. LIABILITY INSURANCE COVERAGE.

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

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

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

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

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

27. WORKERS' COMPENSATION.

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

STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICE STANDARDS.

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

2. INVOICES AND PAYMENTS.

The Contractor shall submit invoices, on a monthly basis or as otherwise specified in the Contract documents to 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 Contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, 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.

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

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

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claims be groundless, false or fraudulent.

8. INDEPENDENT CONTRACTOR.

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

9. ASSIGNMENT.

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

10. AMENDMENTS.

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

11. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in

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

12. ADVERTISING.

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

13. GRATUITIES.

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

14. EQUAL OPPORTUNITY.

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

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

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

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

15. ENFORCEABILITY.

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

16. NOTICES.

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

17. INTERPRETATION.

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

CERTIFICATION FORMS

Do NOT Alter Any Forms.

Doing so will deem your bid as non-responsive.

Complete and sign the following forms and return with your signed bid.

- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E), and
- Bidder/Offeror/Proposer Information Form (Attachment F).

Reminders:

- Acknowledge any addenda issued on the Acknowledgement of Addendum/Addenda Form (Attachment D).

ATTACHMENT A
PRICE SCHEDULE

SEPARATE
ELECTRONIC FORM
FILLABLE PDF

BIDDERS must submit the Price Schedule (one signed paper hardcopy, and one electronic file on a USB Flash Drive in the original fillable PDF Format), and all certification forms. The Price Schedule is a separate document in a fillable PDF format.

ATTACHMENT B

CERTIFICATION FORM

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

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name

Title

Date

ATTACHMENT C

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

1. The Contractor represents that no officer or employee of the CCRTA has a Substantial Interest (defined as any interest which has a value of \$5,000.00 or more or represents ten percent (10%) or more of a person's gross income during the most recent calendar year) in this Contract. The Contractor further represents that no officer or employee of the CCRTA has (1) colluded with the Contractor in a recommendation for award, bid, proposal or solicitation on any CCRTA contracts, or (2) received any pecuniary benefit from the Contractor within the past six (6) months.

2. The Contractor agrees to ensure that the CCRTA's Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the CCRTA if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.

3. The CCRTA may in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure by the Contractor to comply shall render this Contract voidable by the CCRTA. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge by the Contractor shall render this Contract voidable by the CCRTA.

4. In accordance with section 176.006, Texas Local Government Code, the Contractor is required to file a Conflict of Interest Questionnaire (CIQ) within seven business days of becoming aware of a Conflict of Interest under Texas law. The CIQ can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The CIQ shall be sent to CCRTA's Director of Procurement or its designee.

I DO CERTIFY THAT THE CONTENTS OF THIS ACKNOWLEDGEMENT AND CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Signature of Certifying Person: _____

Title: _____

Certifying Person (Print or Type): _____

Date: _____

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA

_____ (Firm Name) acknowledges receipt of the following addendum/addenda.

List all addenda numbers below:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

ATTACHMENT E

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

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

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

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

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

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

ATTACHMENT F

BIDDER/OFFEROR/PROPOSER INFORMATION SHEET

To Be Completed By Vendor And Submitted With Bid	
Company Name	
Street Address	
City, State, Zip Code	
(If Applicable) Federal Employer Identification Number (FEIN) or Taxpayer Identification Number (TIN)	
Unique Identity ID # (12-character alphanumeric ID assigned to an entity by SAM.gov.)	
Is the Company a subsidiary? If yes, name the Holding/Parent Company	
Number of years in business	
Commodity/NAICS Code and Corresponding Index Entry	
Disadvantaged Business Enterprise (DBE) Certification (If Applicable)	
DBE	Certification Year: Agency Name:
Bidder/Offeror/Proposer Primary Contact	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	
Authorized Signatory If different from Primary Contact)	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	

ATTACHMENT G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: _____

BIDDER: _____

PROJECT: IFB No. 2023-SP-15

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee