



**INVITATION FOR BIDS
FOR
TEXAS ULTRA LOW SULFUR EMISSION DIESEL FUEL**

IFB No.: 2017-SP-03

Date Issued: January 17, 2017

Sealed bids will be received at the offices 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 PM (CST), Tuesday, February 28, 2017 for the supply Texas Ultra Low Sulfur Emission Diesel (Ultra LS TxLED) fuel. Grade No. 2-D S15 a general purpose, middle distillate fuel for use in diesel engine applications requiring fuel 15 PPM sulfur (maximum). This is a three-year firm price supply agreement with a two-year option. Bid prices shall be good for one hundred twenty (120) calendar days from the bid opening date.

BIDDERS are encouraged to attend a pre-bid meeting at 3:00PM (CST) Tuesday, January 31, 2017 at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions BIDDERS may have concerning this procurement. Although attendance is not mandatory, it is highly recommended.

If you are unable to attend the pre-bid conference but would like to participate via Go to Meeting, please send a request for login information to procurement@ccrta.org.

Requests for Information / Approved Equals must be submitted by Tuesday, February 7, 2017 by 3:00 PM (CST) to procurement@ccrta.org, with CCRTA responding by Tuesday, February 14, 2017.

The CCRTA shall only issue one (1) contract for **Texas Ultra Low Sulfur Emission Diesel (Ultra LS TxLED)** fuel supply. An award, if any, shall be made to the lowest, most responsive and responsible BIDDER.

Copies of this Invitation for Bids (IFB) and information may be obtained from the CCRTA website at <http://www.ccrta.org/business-with-ccrta.html>. Further information may be obtained from Sherrié Clay, Buyer, or Robert Saldaña, Managing Director of Administration at (361) 289-2712.

Bids shall be in strict accordance with the terms and conditions and specifications of this Invitation for Bids (IFB). For the purpose of this procurement, the following bid

documents are applicable:

- Invitation for Bids,
- Instructions to Bidders,
- Special Terms and Conditions,
- Technical Fuel Specifications,
- Standard Supply Agreement Terms and Conditions,
- Price Schedule, and
- Certification Forms.

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

- Price Schedule (Appendix A), (**one (1) original in a sealed envelope**),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E),
- References (Appendix F), and
- Request for Information Form (Appendix G).

INSTRUCTIONS TO BIDDERS

1. GENERAL.

The following instructions by the 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 Contracts 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 (IFB NO. 2017-SP-03) - written, faxed, or e-mailed - need to be made directly to the Contracts 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 proposal 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 by Tuesday, February 7, 2017 by 3:00PM.

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.

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.
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
Attention: Contracts Department
602 N. Staples Street
Corpus Christi, TX 78401
Bid For: IFB No. 2017-SP-03 Unleaded Fuel Supply
Bid Due Date: Tuesday, February 28, 2017 by 3:00 PM (CST)**

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:

- **January 17, 2017 – IFB Issued**
Bid documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **January 31, 2017 - Pre-bid Meeting** at 3:00 pm at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **February 7, 2017 – Request for Information/Approved Equals**
Written Request for Information/Approved Equals (Appendix G) are due no later than 3:00 PM. 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.
- **February 14, 2017 – CCRTA Response to Request for Information/Approved Equals**
- **February 28, 2017 - Bids Due**
Bids are due no later than 3:00 PM (Central Time). All Bids must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **April 5, 2017 – Contract Awarded (Tentative)**

The CCRTA's Board of Directors will meet to award a Contract to the successful Proposing firm.

7. MODIFICATION OR WITHDRAWAL OF BIDS.

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

8. OPENING BIDS.

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

9. REFERENCES.

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

10. EVALUATION FACTORS.

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

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

10.3. In the event identical bids are submitted which are determined by the CCRTA to be the lowest responsible bids, if only one of such bidders is a resident of the CCRTA, 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 bid date. 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.

15.1. In the event a single bid is received, the CCRTA will, at its option, either conduct a price and/or cost analysis of the bid and make the award by negotiation 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. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

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

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

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

SPECIAL TERMS AND CONDITIONS

1.0 DESCRIPTION

The Corpus Christi Regional Transportation Authority "CCRTA" is seeking sealed bids from qualified firms interested in a contract for the supply of **Texas Ultra Low Sulfur Emission Diesel (Ultra LS TxLED)** fuel. Grade No. 2-D S15 a general purpose, middle distillate fuel for use in diesel engine applications requiring fuel 15 PPM sulfur (**maximum**). It is especially suitable for use in applications with conditions of varying speed and load. The CCRTA will select the bid that, in the CCRTA's opinion, constitutes the most advantageous bid to the CCRTA.

2.0 TAXES

The CCRTA is exempt from local, federal excise, and federal fuel taxes; however, the CCRTA does pay a-per gallon state tax, environmental fee, and "superfund" fee. DO NOT INCLUDE TAX AND FEES IN BID PRICE FOR FUEL. Bid only the price of the product.

3.0 ORDERS

Generally, orders will be placed weekly. However, some orders will be placed daily--depending on the Maintenance Department's needs. The CCRTA estimates that the annual usage for diesel fuel is **370,000 to 400,000** gallons.

4.0 DELIVERY

The diesel fuel storage capacity on the CCRTA's premises is 36,000 gallons (three tanks bridged). Prompt delivery is absolutely essential in the performance of this Contract. Deliveries of quantities as large as 7,500 gallons must be made **within 24 hours** after an order is placed. All fuel will be shipped FOB to the CCRTA's Operations Facility at 5658 Bear Lane, Corpus Christi, Texas. Supplier is required to provide CCRTA with measurements of fuel levels before and after delivery.

5.0 LIQUIDATED DAMAGES

For each calendar day that an order is not delivered within the specified twenty-four (24) hours, a sum of **Five Hundred and no/100 Dollars (\$500.00) per day** will be assessed against the CONTRACTOR as reasonable liquidated damages. Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delay in delivery, which damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due to the CONTRACTOR.

6.0 DISCREPANCIES

Discrepancies related to incorrect product, quantity, or delivery may not be accepted by the CCRTA. All costs related to problems will be borne by the CONTRACTOR.

7.0 FUEL SPILLS

CONTRACTOR is made aware that extreme care must be taken to avoid fuel spills. The tanker must be attended at all times during fuel off-loading. Any spills must be reported and immediately cleaned with approval of from the CCRTA before tanker leaves the CCRTA facility. Any costs incurred as a result of fuel spills due to negligence on the part of the CONTRACTOR, its agents or employees, or due to equipment malfunction will be borne by the CONTRACTOR and may be grounds for termination of the Contract at the CCRTA's option.

8.0 ANALYSIS

Deliveries of diesel fuel under this Contract are subject to an analysis test to ensure compliance with the fuel specifications (Technical Specifications). Tests will be periodically conducted by an independent laboratory. If analysis reveals that the diesel fuel does not meet the specifications the contractor will be required to reimburse the CCRTA for the testing and will also be required to pay for the follow-up analysis in order to verify that the fuel is meeting minimum requirement, the CCRTA may terminate the Contract for default and/or deduct the cost of the fuel analysis test from the invoiced amount of the delivered fuel. In addition to the removal of fuel & cleaning of any storage tanks which were contaminated with delivery fuel not meeting the required Technical Specifications Section listed in the contract.

9.0 BASE COST

The base cost per gallon of fuel for purposes of deliveries in any week under this Contract will be equal to the lowest price available to the Contractor. The base cost per gallon will be subject to increase or decrease on a daily basis during the term of this supply agreement by the change in the Oil Price Information Service (OPIS) price. Prior to award of the Contract, the successful BIDDER must indicate in writing to the CCRTA which refineries it will use. The refineries selected will be maintained for the duration of the Contract unless prior approval is obtained from the CCRTA to add/delete refineries.

10.0 INVOICING AND PAYMENTS

10.1 CONTRACTOR's invoice will include the firm discount or markup, (OPIS) price, and applicable tax as separate items. Invoice must indicate the supply agreement number. Gross and net gallons must also be indicated on the invoices. Payment will be made within thirty (30) calendar days of receipt of

accepted invoice. CONTRACTOR must furnish published (OPIS) price report with its invoice as well as the bill of lading. This report will have all the pricing from all the refineries that is on the Contractor's refinery list. The CCRTA may randomly audit the prices on the (OPIS) price report.

10.2 Invoices with support documentation will be mailed to the following address: Corpus Christi Regional Transportation Authority, Staples Street Center, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, TX 78401 or emailed to AccountsPayable@ccrta.org.

10.3 Invoices must be submitted within five (5) days after delivery.

10.4 In the event payment has not been made, CONTRACTOR will submit a reminder invoice marked "overdue".

11.0 SUBMITTALS

Supplier will submit product data--pertinent to bid--in accordance to Price Schedule. Documentation or certification should be submitted to demonstrate that the fuel being bid meets the CCRTA's minimum specifications. Also a current MSDS sheet needs to be provided.

12.0 CONTRACTOR'S INSURANCE

CONTRACTOR will carry and pay the premium for insurance of the types and in the limits stated below. The CCRTA shall be endorsed as an additional insured by the CONTRACTOR with respect to the Contract. In any event, the CONTRACTOR shall carry and pay the premiums for insurance of the types and in the limits of not less than the following:

12.1 Vehicle Liability Insurance

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverage 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 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.

12.2 Worker's Compensation Insurance

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.

12.3 Certificate of Insurance

Proof that such insurance coverage exists shall be furnished to the CCRTA by way of the Certificate of Insurance before any part of the Contract work is started. The said Certificate shall certify the CCRTA as an additional insured with a provision that in case of cancellation or any material change in the coverage stated above, the CCRTA shall be notified not less than thirty (30) days prior to any such change.

CONTRACTOR and all of its insurers will, in regard to the above stated insurance, waive all rights of recovery or subrogation against the CCRTA and its insurance companies.

12.4 Subcontractor's Insurance

If any part of the work is sublet, similar insurance will be provided by or on behalf of the subcontractor to cover its operations and evidence of such insurance, satisfactory to the CCRTA, shall be furnished by the CONTRACTOR.

12.5 Litigation Responsibilities

- 12.5.1** CONTRACTOR will indemnify and hold harmless the CCRTA from and against all claims of liability to third parties (including employees of the CCRTA; contractors and subcontractors and their employees; employees; associates; and other persons assisting the CONTRACTOR on a paid or voluntary basis) for injury to or death of persons, or loss of or damage to property arising out of or in connection with any negligent act, error, or omission of the CONTRACTOR during the performance of the work under this Contract, and the use of the premises incident thereto.

12.5.2 CONTRACTOR will defend all suits brought upon such claims and pay all costs and expenses incidental thereto. The CCRTA shall have the right, at its own expense, to participate in the defense of any suit without relieving the CONTRACTOR of any obligation hereunder.

12.5.3 The CCRTA will give the CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit the CONTRACTOR to defend same, and will give all needed information to do so. The CONTRACTOR shall similarly give the CCRTA immediate notice of any suit or action filed or prompt notice of any claim arising out of performance of the Contract. The CONTRACTOR shall furnish immediately to the CCRTA copies of all pertinent papers received by the CONTRACTOR.

TECHNICAL SPECIFICATIONS

Vendors must comply with all ASTM test methods as required by TITLE 30 ENVIRONMENTAL QUALITY, PART 1 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 114 CONTROL OF AIR POLLUTION FROM MOTOR VEHICLES, SUBCHAPTER H LOW SULFUR EMISSION FUELS, DIVISION 2 ULTRA LOW SULFUR EMISSION DIESEL (Ultra LS TxLED) in order to be considered responsive.

The reference fuel used in the comparative testing described in Section 8.0 Analysis of the Special Terms and Conditions must be produced from straight-run diesel fuel by a hydrodearomatization process and must have the following characteristics determined in accordance with the referenced test method specified:

- (A)** Sulfur content - 15 parts per million maximum;
- (B)** Water and sediment - .05 maximum percentage volume;
- (C)** Ash mass - .01 percent maximum;
- (D)** Cetane number - 48, minimum;
- (E)** API gravity index - 33 to 39 degrees;
- (F)** Viscosity at 40 degrees Celsius – 1.9 to 4.1 centistokes;
- (G)** Flash point - 130 degrees Fahrenheit, minimum; and
- (H)** Distillation - 90% point - 550 to 610 degrees Fahrenheit.

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 CCRTA.

2. DESCRIPTION – SALE OF GOODS.

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

3. CONTRACTOR TO PACKAGE GOODS.

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

4. NO SHIPMENTS UNDER RESERVATION.

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

5. TITLE AND RISK OF LOSS.

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

6. PURCHASE OR RELEASE ORDER.

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

7. DEFAULT IN ONE INSTALLMENT TO 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 seasonably notify the CCRTA of its intention to cure and may then make a conforming tender within the required time.

9. INVOICES AND PAYMENTS.

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

10. WARRANTY-PRICE.

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

11. WARRANTY-PRODUCT.

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

12. WARRANTY-SAFETY.

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

13. WARRANTY-INFRINGEMENTS.

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

14. ESTIMATED QUANTITIES.

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

15. SUBSTITUTE SUPPLIERS.

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

16. TERMINATION.

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

17. ASSIGNMENT-DELEGATION.

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

18. MODIFICATIONS-WAIVER.

This Agreement can be modified or rescinded only by a writing signed by both of the parties. No claim or right arising out of a breach of this Agreement can be discharged in

whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION.

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

20. APPLICABLE LAW.

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

21. ADVERTISING.

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

22. GRATUITIES.

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

23. EQUAL OPPORTUNITY.

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

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

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

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any

portion of this Agreement for which purchase orders or authorities to deliver have not been issued; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for termination of this Agreement for which a purchase order or authority to deliver has been issued.

24. ENFORCEABILITY.

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

25. NOTICES.

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

**APPENDIX A
PRICE SCHEDULE**

IFB No.: 2017-SP-03

BIDDER: _____

Instructions:

- (1) Refer to "Instructions to Bidders." Quote your best price, FOB destination.
- (2) This is a three-year, firm-price supply agreement with a two-year option. BIDDERS must quote on the option year. BIDDERS must complete all information requested -- no items may remain blank (use N/A or other as necessary).
- (3) **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.
- (4) **Submit a list of refineries your company will purchase the Ultra Low Sulfur Diesel from.**

* * * * *

THREE-YEAR BASE BID

DESCRIPTION	PROPOSED PRODUCT AND MANUFACTURER ¹	EST. ANNUAL QUANTITY	UNIT	<u>EITHER</u> DISCOUNT (Per Gallon) ₂	<u>OR</u> MARK-UP (Per Gallon) ²
Ultra Low Sulfur TxLED Diesel Fuel		375,000	Gallon		
Delivery Charge					

TWO-YEAR OPTION

DESCRIPTION	PROPOSED PRODUCT AND MANUFACTURER ¹	EST. ANNUAL QUANTITY	UNIT	<u>EITHER</u> DISCOUNT (Per Gallon) ₂	<u>OR</u> MARK-UP (Per Gallon) ²
Ultra Low Sulfur TxLED Diesel Fuel		315,000	Gallon		
Delivery Charge					

NOTES:

1. Include any literature or technical information about the proposed product.
2. Reflects mark-up or discount of the rack. **Please quote to the nearest one-tenth of one cent. DO NOT INCLUDE TAXES OR FEES IN THIS PRICE QUOTE.**

Signature: _____

Date: _____

Print Name: _____

Position: _____

CERTIFICATION FORMS

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

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 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 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. _____

ADDENDA ACKNOWLEDGMENT

Receipt of the following addenda is acknowledged (list addenda number):

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

APPENDIX D

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: _____

STREET: _____ CITY: _____ ZIP: _____

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

DISCLOSURE QUESTIONS

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

1. State the names of each “employee” of the Corpus Christi 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 Corpus Christi 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 Corpus Christi 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 Corpus Christi Regional Transportation Authority, Texas as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____

APPENDIX E



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 F

REFERENCES: The Bidder must supply a list of three (3) similar projects which he/she has completed within the last five (5) years that satisfactorily met the client's specifications, and list three (3) that did not satisfactorily meet the client's specifications.

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

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

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

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

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

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

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

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page:

VENDOR:

PROJECT: IFB No. 2017-SP-03

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee