



**INVITATION FOR BID
FOR
LUBRICANT AND FLUID SUPPLY**

IFB No.: 2018-SP-03

Date Issued: February 13, 2018

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 PM (CST), Tuesday, March 27, 2018 for Lubricant and Fluid Supply. This is a three year base contract with two (2) one-year options. Bid prices shall be good for one hundred twenty (120) calendar days from the bid opening date. The contract is expected to begin thirty days from the date of a fully signed contract. **A single or multiple awards will be made to all responsible and responsive BIDDERS on the lowest bids for each lubricant and fluid.**

BIDDERS are encouraged to attend a pre-bid meeting scheduled for Tuesday, February 27, 2018 at 3:00PM (CST) in the second floor Board Room located at the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to review the CCRTA's requirements for this project. While this meeting is not mandatory, bidders are strongly encouraged to attend.

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 by 12:00 PM (CST) Tuesday, February 27, 2018.

Copies of this Invitation for Bids (IFB) and information may be obtained at the CCRTA's website at (www.ccrta.org/news-opportunities/business-with-us/). Further information may be obtained from Sherrié Clay, Procurement Administrator, or Anna Hinojosa, Director of Procurement, at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program; however, the CCRTA has determined that ZERO PERCENT (0%) DBE participation is required for this contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Christina Perez, DBE Liaison Officer, at (361) 289-2712.

The following bid documents are applicable under this procurement:

- Invitation for Bid,
- Instructions to Bidders,
- Special Terms and Conditions,

- Technical Specifications,
- Corpus Christi Regional Transportation Authority Fleet (Exhibit A),
- Standard Supply Agreement Terms and Conditions,
- Price Schedule (Appendix A),
- Certification Forms (Appendix B-G), and
- Bid Submission Checklist (Appendix H).

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

- Price Schedule (Appendix A) sealed in a separately sealed envelope,
- Bidder's must submit Specification Information/Data Sheet(s) on all brand/type of lubricants/fluids being proposed as well as Material Safety Data Sheet(s),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E),
- References (Appendix F),
- Request for Information Form (Appendix G), and
- Bid Submissions Checklist (Appendix H).

BIDDERS must submit the Price Schedule (Appendix A) which includes option years one and two percentage increases. Failure to provide this information may deem your bid to be non-responsive.

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 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 approval prior to the close of business on the third regular working day preceding the bid date.

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 (Appendix A) which includes option year one and two percentage increases. 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. 2018-SP-03 Lubricant and Fluid Supply
Bid Due Date: Tuesday, March 27, 2018 at 3:00 PM (CST)**

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

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:

- **February 13, 2018 – IFB Issued**
Bid documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **February 27, 2018 - Pre-bid Conference** at 3:00 pm at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **March 6, 2018 – 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.
- **March 13, 2018 – CCRTA's Response to Request for Information/Approved Equals**
Responses will be posted to the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **March 27, 2018 - 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.
- **May 2, 2018 – 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.

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 date the board awards the contract. The protest shall state the name and address of the protestor, refer to the project number and description of the solicitation, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional bid protest procedures apply and may be found in the Supplemental Conditions contained within the bid documents.

14. EQUAL OPPORTUNITY.

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

15. SINGLE BID.

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

16. SALES TAX EXEMPTION.

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

SPECIAL TERMS AND CONDITIONS

1.0 DESCRIPTION

This Invitation for Bids (IFB) is for the purpose of soliciting bids for the supply of Lubricants and Fluids as defined in the “Technical Specifications” section. This is a three year base contract with two (2) one-year options.

2.0 BID INSTRUCTIONS

- 2.1 The Price Schedule included in this IFB is to be used in submitting your bid. Firms **MUST** include their name on each page. Firms must also indicate the proposed manufacturer for each set of items as listed on the Price Schedule.
- 2.2 Bids will be on the basis of F.O.B. destination. Orders must be approved quantities with purchase orders before delivery.
- 2.3 These specifications are written to explain what to do, not how to do it. It is assumed and will be required that all workmanship will be “first class” and in compliance with the current approved standards for the particular phase of the work as prescribed by the manufacturer. No careless or slovenly work of any form will be accepted.

3.0 QUALITY ASSURANCE

- 3.1 All products furnished under these specifications must be new and of good quality material; in no case shall be used, reconditioned, or will obsolete products be accepted. In all matters of detail, products must be manufactured in accordance with the best trade customs and professional standards of the work of like character and purpose, and generally recognized by trade standards.
- 3.2 The CCRTA reserves the right to obtain from the apparent low bidder(s) information and samples on proposed products prior to contract award to verify the products are of an acceptable grade. If this information cannot be provided or the CCRTA determines that the items are not acceptable, this request may be made of the next apparent low bidding firm.

4.0 COMPETENCY OF FIRMS

Pre-award inspection of the Firm’s facility may be made prior to the award of Contract. Bids will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and/or services described in this IFB for a reasonable period of time; and have a sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms “equipment” and “organization” as used herein shall be construed to mean a fully equipped and well-established company in line

with the best business practices in the industry as determined by the CCRTA. In making the award, the CCRTA may consider any evidence available to it of the financial, technical, and other qualifications and abilities of the Firm, including past performance (experience) with the CCRTA and other similar customers. CCRTA must also be satisfied that Firm has adequate storage capacity on the premises for the material required to perform this contract. A record of non- or poor performance may disqualify a Firm from award.

5.0 SILENCE OF SPECIFICATIONS

The apparent silence of these 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 these specifications shall be made on the basis of this statement.

6.0 LIABILITY INSURANCE COVERAGE.

Bidder 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:

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

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

Contractual liability insurance covering Bidder's 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.

7.0 WORKERS' COMPENSATION.

Bidder 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 7.1 through 7.3 shall apply.)

7.1 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.

7.2 Bidder shall provide a certificate of coverage to the CCRTA prior to being awarded the contract.

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

8.0 INDEMNIFICATION

Bidder 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 Bidder or its officers, employees or agents, during the term of this Contract. Bidder 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.

9.0 LITIGATION RESPONSIBILITIES

9.1 The Bidder shall indemnify and hold harmless the CCRTA from and against all claims of liability to third parties (including employees of the CCRTA, contractors, subcontractors, and their employees, associates, and other persons assisting the Bidder on paid or voluntary basis) for injury to or death of persons, or loss of or damage to property arising out of or in conjunction with any negligent act, error, or omission of the Bidder during the performance of the work under this contract, and the use of the premises incident thereto.

9.2 The Bidder shall defend all suits brought upon such claims to 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 Bidder or any obligation hereunder.

The CCRTA will give the Bidder prompt notice in writing of the institution of any suit of proceeding and permit the Bidder to defend the same, and will give all needed information to do so. The Bidder 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 Bidder must furnish immediately to the CCRTA copies of all documents received by the Bidder.

10.0 INVOICES AND PAYMENTS

Bidder will 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, contract number and the supply agreement number. Invoices will be itemized and transportation charges, if any, will be listed separately. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice and mailed to the CCRTA at the address specified on the purchase order or acceptance letter. Payment will not be due until thirty (30) days after the date the above instruments are submitted or delivery, whichever is later. The CCRTA reserves the right to review all of Bidder's invoices after payment and recover any overcharge resulting from such review.

TECHNICAL SPECIFICATIONS

1.0 DESCRIPTION

The Corpus Christi Regional Transportation Authority “CCRTA” is seeking bids from qualified firms interested in the supply of Lubricants and Fluids.

TYPES OF LUBRICANTS/FLUIDS REQUIRED:

- TRANSMISSION FLUID
- ENGINE OIL (HYDRAULIC FLUID)
- ENGINE COOLANT
- FRONT WHEEL BEARING GREASE
- DIFFERENTIAL/REAR AXLE FLUID

BIDDERS, must submit Specification Information/Data Sheet(s) on all brand/type of lubricants/fluids being proposed as well as Material Safety Data Sheet(s) for this contract along with your bid in order to be deemed responsive to the requirements of this IFB.

1.1 TRANSMISSION FLUID

1.1.1 The CCRTA currently operates 70 Gillig buses. Preventative Maintenance Inspections “PMI” MIs are performed every 48,000 miles and require approximately 4.25 gallons (17 quarts) of transmission fluid per bus. The annual use of transmission fluid is approximately 900 gallons. The CCRTA’s storage tanks will only allow a maximum of 275 gallons per order.

1.1.2 The CCRTA requires the use of transmission fluid in our buses which are capable of meeting the rigors of intra-city travel, which must perform up to a minimum of 85,000 miles per year under severe duty, 16-20 hours per day with high humidity.

1.1.3 The CCRTA tests all fluids used in our buses. Specifications are based on years of utilization and performance measures to establish acceptable standards of quality, performance features, and design required, and are in no way intended to prohibit the bidding of other manufacturers’ items of equal material. However, all furnished lubricants must meet OEM specifications for Allison Model B400R transmissions as to not void manufacturer’s warranty. **Submit the Specification Information/Data Sheet for each brand/type being proposed as well as Material Safety Data Sheet(s).**

1.1.4 Bidder will be responsible for all testing of fluids, plus troubleshooting and repairs of any damages as a result of fluid breakdown which caused or contributed to any type of failure on the transmission.

Fluids must meet or exceed all ASTM Automatic Transmission Fluid standards.

1.1.5 SPECIFICATIONS FOR TRANSMISSION FLUID

Name	Method Units
Density @ 15C	Relative ASTM D4052 g/ml 0.848
Colour Visual - Red	
Viscosity	Kinematic 40C ASTM D445 mm ² /s 38
Viscosity	Kinematic 100C ASTM D445 mm ² /s 7.4
Viscosity	Index ASTM D2270 None 167
Flash Point	COC ASTM D92 °C 235
Viscosity	Brookfield @ -40C ASTM D2983 mPa.s (cP) 8500
Pour Point	ASTM D97 °C -63

1.2 ENGINE OIL

1.2.1 All Seasons, above 14°F: 15W-40, API Category CK-4 Use **Cummins-specified** lubricants only. Using non-approved lubricants will void the Cummins warranty. Damage to the engine can result. Oil must meet or exceed CES 20086. Refer to the label on the oil. Note that not all CK-4 oils meet the CES 20086 standard.

1.3 COOLANT/ANTIFREEZE

1.3.1 Coolant/Antifreeze will be used in the radiators, hoses, heater coils and transmission coolers. Antifreeze must meet ASTM4985 criteria. Coolant must meet ASTM D-6210/D-6211 specifications and Cummins Engineering Standard 14603 requirements.

1.4 HYDRAULIC FLUID

1.4.1 Hydraulic Fluid will meet the same specifications as Engine Oil.

1.5 FRONT WHEELBEARING GREASE

1.5.1 High Pressure Lithium grease NLGI Grade 2

1.6 DIFFERENTIAL/REAR AXLE FLUID

1.6.1 185W140 API GL-5, SAE J2360 Meritor Spec. 076-A – Meritor

2.0 DELIVERY

2.1 The Bidder shall have two (2) working days to deliver all orders placed by the CCRTA from the receipt of purchase order release. Delivery shall be made F.O.B. between the hours of 8:00 AM and 3:00 PM, Monday through Friday at 5658 Bear Lane, Corpus Christi, Texas.

- 2.2 The chosen Bidder will be responsible for delivery and filling the specified tanks and/or barrels.
- 2.3 If the Bidder cannot meet the delivery requirements, the CCRTA reserves the right to purchase the products elsewhere as outlined in Section 15.0, Substitute Suppliers, of the Standard Supply Agreement Terms and Conditions.

3.0 PACKING

The Bidder shall comply with industry standards for packing and delivery of all orders. A detailed delivery receipt with the product(s) manifest and purchase order number must be furnished and signed as received by authorized CCRTA personnel. Bidder shall be responsible for supplying SDS documentation for all delivered products.

4.0 STOCKING REQUIREMENTS

- 4.1 The successful Bidder will be required to supply all items by the manufacturer upon which its bid is based. No substitution of manufacturer will be allowed during the term of this supply agreement.

5.0 DISCREPANCIES

Discrepancies related to incorrect products or quantities, the CCRTA will not accept delivery. All costs related to problems shall be borne by the Bidder.

EXHIBIT A

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY FLEET

Manufacturer	Make/Model	Year	Fuel Type	Engine Brand	Engine Type
Gillig	Trolley/35 FT	2008	Diesel	CUMMINS ISL	ISLCM2150
Gillig	DIESEL/35 FT	2009	Diesel	CUMMINS ISL	ISLCM2150
Gillig	DIESEL/35 FT	2010	Diesel	CUMMINS ISL	ISL9CM2250
Gillig	DIESEL/40 FT	2009	Diesel	CUMMINS ISL	ISLCM2150
Gillig	DIESEL/40 FT	2010	Diesel	CUMMINS ISL	ISL9CM2250
Gillig	CNG/35 FT	2012	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/35 FT	2015	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/35 FT	2017	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/40 FT	2012	CNG	CUMMINS ISL G	ISLGCM2180
Gillig	CNG/40 FT	2015	CNG	CUMMINS ISL G	ISLGCM2180

The CCRTA reserves the right to conduct tests, require samples or require results to ensure compliance with the requirements of this specification; a random yearly test may be conducted on specific samples and based on the results of the test, the CCRTA has the right to alter testing procedures, either by quantity of products tested or frequency of testing. All tests are to be at the expense of the vendor.

CCRTA shall inspect for proper identification of products, damaged or leaking containers and other apparent irregularities.

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 reasonably notify the CCRTA of its intention to cure and may then make a conforming tender within the required time.

9. INVOICES AND PAYMENTS.

Contractor 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 "order due." 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.

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.

**APPENDIX A
PRICE SCHEDULE**

IFB No.: 2018-SP-03

BIDDER: _____

Instructions:

- (1) Refer to "Instructions to Bidders." Quote your best price, FOB destination.
- (2) This is three year base contract with two (2) one-year options. BIDDERS must quote on the option years.
- (3) BIDDERS must complete all information requested -- no items may remain blank (use N/A or other as necessary).
- (4) **Submit one original PRICE SCHEDULE.** On the outside of your sealed bid address your envelope with the information as noted in "Instructions to Bidders" Section 6.
- (5) **Bidder's must submit Specification Information/Data Sheet(s) on all brand/type of lubricants/fluids being proposed as well as Material Safety Data Sheet(s).**

THREE YEAR BASE

Item No.	Item Description	Estimated Three Year Base Usage/ Gallons (a)	Unit Cost (b)	Three Year Base Cost (c) (a*b=c)	Manufacturer & Product
1	Motor Oil , All Seasons, above 14°F: 15W-40, Must meet API Category CK-4. Use Cummins-specified lubricants only. Using non-approved lubricants will void the Cummins warranty. Damage to the engine can result. Oil must meet or exceed CES 20086. Refer to the label on the oil. Note that not all CK-4 oils meet the CES 20086 standard.	6,000	\$ _____ Per Gallon	\$ _____	
2	Motor Oil CNG , All Seasons, above -10° F (-23° C): 15W-40 natural gas engine oil Use Cummins-specified lubricants only. Oil must meet or exceed CES 20085. Otherwise, engine damage could result.	12,600	\$ _____ Per Gallon	\$ _____	
3	Antifreeze must meet ASTM4985 criteria. Coolant must meet ASTM D-6210/D-6211 specifications and Cummins Engineering Standard 14603 requirements. Do not mix types: Ethylene Glycol, 50% concentration, Propylene Glycol, 50% concentration. 15 gal / 57 L (dry fill, including hoses, heater coils, transmission cooler, etc.)	9,000	\$ _____ Per Gallon	\$ _____	

4	TRANSMISSION FLUID (ALLISON B400R TRANSMISSION) Transmission fluid meeting the Allison TES 295 or TES 389 specification is required. Requires 30.8 qt. / 29.1 L initial dry fill (hoses, transmission cooler, etc.) 16.8 qt. / 15.9 L refill.	3,570	\$ _____ Per Gallon	\$ _____	
5	FRONT WHEEL BEARING GREASE High Pressure Lithium grease NLGI Grade 2 - Failex EP Continuous Load (ASTM D-3233) Failure load in lbs. 4325	1,152	\$ _____ Per Gallon	\$ _____	
6	DIFFERENTIAL/REAR AXLE FLUID 85W140 API GL-5, SAE J2360 Meritor Spec. 076-A. (22 qt. / 20.8 L)	2,700	\$ _____ Per Gallon	\$ _____	
TOTAL				\$ _____	

OPTION YEAR ONE

Item No.	Item Description	Estimated Option Year #1 Usage/ Gallons (a)	Unit Cost (b)	Option Year #1 Cost (c) (a*b=c)	Manufacturer & Product
1	Motor Oil , All Seasons, above 14°F: 15W-40, Must meet API Category CK-4. Use Cummins-specified lubricants only. Using non-approved lubricants will void the Cummins warranty. Damage to the engine can result. Oil must meet or exceed CES 20086. Refer to the label on the oil. Note that not all CK-4 oils meet the CES 20086 standard.	2,000	\$ _____ Per Gallon	\$ _____	
2	Motor Oil CNG , All Seasons, above - 10° F (-23° C): 15W-40 natural gas engine oil Use Cummins-specified lubricants only. Oil must meet or exceed CES 20085. Otherwise, engine damage could result.	4,200	\$ _____ Per Gallon	\$ _____	
3	Antifreeze must meet ASTM4985 criteria. Coolant must meet ASTM D-6210/D-6211 specifications and Cummins Engineering Standard 14603 requirements. Do not mix types: Ethylene Glycol, 50% concentration, Propylene Glycol, 50% concentration. 15 gal / 57 L (dry fill, including hoses, heater coils, transmission cooler, etc.)	3,000	\$ _____ Per Gallon	\$ _____	
4	TRANSMISSION FLUID (ALLISON B400R TRANSMISSION) Transmission fluid meeting the Allison TES 295 or TES 389 specification is required. Requires 30.8 qt. / 29.1 L initial dry fill (hoses, transmission cooler, etc.) 16.8 qt. / 15.9 L refill.	1,190	\$ _____ Per Gallon	\$ _____	
5	FRONT WHEEL BEARING GREASE High Pressure Lithium grease NLGI Grade 2 - Failex EP Continuous Load (ASTM D-3233) Failure load in lbs. 4325	384	\$ _____ Per Gallon	\$ _____	
6	DIFFERENTIAL/REAR AXLE FLUID 85W140 API GL-5, SAE J2360 Meritor Spec. 076-A. (22 qt. / 20.8 L)	900	\$ _____ Per Gallon	\$ _____	
TOTAL				\$ _____	

OPTION YEAR TWO

Item No.	Item Description	Estimated Option Year #2 Usage/ Gallons (a)	Unit Cost (b)	Option Year #2 Cost (c) (a*b=c)	Manufacturer & Product
1	Motor Oil , All Seasons, above 14°F: 15W-40, Must meet API Category CK-4. Use Cummins-specified lubricants only. Using non-approved lubricants will void the Cummins warranty. Damage to the engine can result. Oil must meet or exceed CES 20086. Refer to the label on the oil. Note that not all CK-4 oils meet the CES 20086 standard.	2,000	\$ _____ Per Gallon	\$ _____	
2	Motor Oil CNG , All Seasons, above - 10° F (-23° C): 15W-40 natural gas engine oil Use Cummins-specified lubricants only. Oil must meet or exceed CES 20085. Otherwise, engine damage could result.	4,200	\$ _____ Per Gallon	\$ _____	
3	Antifreeze must meet ASTM4985 criteria. Coolant must meet ASTM D-6210/D-6211 specifications and Cummins Engineering Standard 14603 requirements. Do not mix types: Ethylene Glycol, 50% concentration, Propylene Glycol, 50% concentration. 15 gal / 57 L (dry fill, including hoses, heater coils, transmission cooler, etc.)	3,000	\$ _____ Per Gallon	\$ _____	
4	TRANSMISSION FLUID (ALLISON B400R TRANSMISSION) Transmission fluid meeting the Allison TES 295 or TES 389 specification is required. Requires 30.8 qt. / 29.1 L initial dry fill (hoses, transmission cooler, etc.) 16.8 qt. / 15.9 L refill.	1,190	\$ _____ Per Gallon	\$ _____	
5	FRONT WHEEL BEARING GREASE High Pressure Lithium grease NLGI Grade 2 - Failex EP Continuous Load (ASTM D-3233) Failure load in lbs. 4325	384	\$ _____ Per Gallon	\$ _____	
6	DIFFERENTIAL/REAR AXLE FLUID 85W140 API GL-5, SAE J2360 Meritor Spec. 076-A. (22 qt. / 20.8 L)	900	\$ _____ Per Gallon	\$ _____	
TOTAL				\$ _____	

PRICE SCHEDULE SUMMARY

Three Year Base Total	\$
Option Year One Total	\$
Option Year Two Total	\$

Signature

Printed Name

Title

Date

CERTIFICATION FORMS

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

**Do NOT Alter Any Forms.
Doing so will deem your bid as non-responsive.**

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

Reminders:

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

APPENDIX B

CERTIFICATION FORM

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

- (1) **Bid 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 bid independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Invitation for Bid 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 Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

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

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

NAME	TITLE
_____	_____
_____	_____

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

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

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

NAME

CONSULTANT

CERTIFICATE

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

Certifying Person: _____

Title: _____

(Type or Print)

Signature of Certifying Person: _____

Date: _____

APPENDIX E



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 four (4) similar projects which your company has completed within the last five (5) years.

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

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

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

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

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

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. 2018-SP-03**

PAGE: ____ PARAGRAPH: ____ SUBJECT: _____

Request: _____

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response: _____

Chief Executive Officer/Designee

APPENDIX H

BID SUBMISSION CHECKLIST

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

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Appendix A),	
2. Bidder's Specification Information/Data Sheet(s) on All Brand/Type Lubricants and Fluids Being Proposed as well Material Safety Data Sheet(s),	
3. Certification Form (Appendix B),	
4. Certification and Statement of Qualifications (Appendix C),	
5. Disclosure of Interests Certification (Appendix D)	
6. Accessibility Policy (Appendix E)	
7. References (Appendix F)	
8. Request for Information Form (Appendix G), and	
9. Bid Submission Checklist (Appendix H).	
1. Price Schedule (Appendix A) – Submit the following:	
- One signed paper hardcopy sealed in a <u>separate envelope</u> .	
- Price Schedule (Appendix A) Bidder must:	
1. List the Firm Name	
2. Complete the Price Schedule – Base Bid and Option Years One and Two and provide Totals in the Price Schedule Summary	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
2. Bidder's Specification Information/Data Sheet(s) on All Brand/Type Lubricants and Fluids Being Proposed as well as Material Safety Data Sheet(s) – Include with Certification Forms	
3. Certification Form (Appendix B) – Sign, Print, Date and list Title	
4. Certification and Statement of Qualifications (Appendix C)	
- Certification and Statement of Qualifications (Appendix C) Bidder must:	
1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	

9. Taxpayer Identification Number	
10. Number of years in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – Write in each addendum issued (<i>i.e.</i> Addendum No. 1, 2, and 3).	
19. DUNS# - Insert your firm’s active DUNS#. You may check the status of your firm’s DUNS number at SAM.gov.	
5. Disclosure of Interest Certification (Appendix D)	
- Disclosure of Interest Certification (Appendix D) the Proposer must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5.	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	
5. If there is no conflict then move to the Certificate section and Print, list Title, Sign and Date.	
6. Accessibility Policy (Appendix E) – Sign, List Company, Position, and Date	
7. References (Appendix F)	
- References (Appendix F) the Proposer 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.	
8. Request for Information Form (Appendix G) – Include any RFIs in which your firm submitted.	
9. Bid Submission Checklist (Appendix H) – Check off each row to ensure each required document is enclosed in your bid submission.	