



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

**IFB No.: 2022-SP-10**

**Date Issued: June 9, 2022**

**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 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) until 3:00 p.m. (CST), Thursday, July 21, 2022 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**). This is a two (2) year firm-price supply contract. Bid prices shall be good for one hundred eighty (180) calendar days from the Board approval date.**

**Bidders are encouraged to attend a pre-bid conference at 3:00 p.m. (CST) Thursday, June 23, 2022 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 remotely participate via GoToMeeting, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) Thursday, June 23, 2022.

**Request for Information/Exceptions/Approved Equals Request (Appendix H) must be submitted by 3:00 p.m. (CST), Thursday, June 30, 2022 to [procurement@ccrta.org](mailto:procurement@ccrta.org). The CCRTA will respond to all submissions in an addendum posted to the CCRTA's website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/) by Thursday, July 7, 2022.**

The CCRTA will only issue one (1) contract for **Texas Ultra Low Sulfur Emission Diesel (Ultra LS TxLED) Fuel** supply. An award, if any, will 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's website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/). Further

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

Bids shall be in strict accordance with the terms and conditions and specifications of this Invitation for Bids (IFB).

**The following bid documents are applicable under this procurement:**

- Invitation for Bids,
- Instructions to Bidders,
- Special Terms and Conditions,
- Technical Fuel Specifications,
- Standard Supply Agreement Terms and Conditions,
- Price Schedule (Appendix A),
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Accessibility Policy (Appendix F),
- References (Appendix G),
- Request for Information/Exceptions/Approved Equals Request (Appendix H), and
- Bid Submission Checklist (Appendix I).

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

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

- Price Schedule (Appendix A) – **(Submit one signed Price Schedule in a sealed envelope),**
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix F), and
- References (Appendix G).
  
- **Bidder must submit the following required documents in order for Bidder's bid to be considered for an award:**
  - Bidder must sign and submit **Technical Fuel Specifications** Low Emission Diesel Fuel Sheet.
  - Bidder must submit documentation or certification that demonstrates that the fuel being bid meets the CCRTA's minimum specifications.
  - Bidder must submit a current SDS or MSDS sheet.

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

- Price Schedule (Appendix A) - **Sign and Submit (in a separate file), and**
- Certification Forms (Appendix B, C, D, F, and G), **Sign All and Submit (in separate pdf file).**
  
- **Bidder must submit the following required documents in order for Bidder's bid to be considered for an award:**
  - Bidder must sign and submit **Technical Fuel Specifications Low Emission Diesel Fuel Sheet.**
  - Bidder must submit documentation or certification that demonstrates that the fuel being bid meets the CCRTA's minimum specifications.
  - Bidder must submit a current SDS or MSDS sheet.

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

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

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

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

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

- Copy of Insurance

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

- Form 1295 "Certificate of Interested Parties"

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

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

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

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

### **3. SPECIFICATIONS**

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

### **4. ALTERNATE BIDS**

The CCRTA may also consider and accept an alternate form of bid submitted by a bidder when most advantageous to the CCRTA; however, any alternate form of bid must be submitted for prior approval by the CCRTA. If the Bid Invitation indicates "approved equal" products are acceptable, the bidder must submit the

proposed equivalent product for prior approval by the CCRTA. Unless a greater time is specified in the Bid Invitation, specifications or other special instructions applicable to federal grant-funded contracts, any such alternate or proposed equal must be submitted to the CCRTA for prior approval. **All alternate forms of bids or proposed equals must be submitted through the RFI submission process in writing using the Request for Information/Exceptions/Approved Equals Request (Appendix H) Form enclosed in this IFB.**

## **5. INFORMATION REQUIRED**

- 5.1 Each bidder shall furnish the information required by the bid documents. The bidder shall sign the Price Schedule and, when appropriate, the specifications, which documents shall collectively constitute the bidder's offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.
- 5.2 The bidder should quote its lowest and best price. If delivery and shipping quantities affect a unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the CCRTA to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.
- 5.3 Bids must be firm. If the bidder believes it necessary to include in its price a price adjustment, however, such a bid may be considered but only as an alternate bid.
- 5.4 Bids on items should be quoted F.O.B. destination. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the CCRTA shall have the right to designate what method of transportation shall be used to ship the goods.
- 5.5 The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 5.6 Time of delivery is part of the bid and is very important. The required delivery date indicated is at the point of destination, and is stated in business days. 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). 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  
Attention: Procurement Department  
602 N. Staples Street  
Corpus Christi, TX 78401  
Bid for: IFB No. 2022-SP-10 Texas Ultra Low Sulfur Diesel Fuel Supply**

**Bid Due Date: Thursday, July 21, 2022 by 3:00 p.m. (CST)**

For electronic submission of your bid, please email your bid to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to the bid submission deadline.

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

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

- 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 Invitation for Bid. 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:

- **June 9, 2022 – IFB Issued**  
Bid documents are available at the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).

- **June 23, 2022 - Pre-Bid Conference** at 3:00 p.m. (CST) on the second floor in the Boardroom located at the Staples Street Center at 602 N. Staples, Corpus Christi, Texas 78401. To remotely attend, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) on this day.
- **June 30, 2022 – Request for Information/Exceptions/Approved Equals Request**  
Written Request for Information/Exceptions/Approved Equals Request (Appendix H) **must** be submitted on the (Appendix H) form, and are due no later than 3:00 p.m. (CST). Please submit **one** form for **each** Request for Information/Exceptions/Approved Equals Request. Request for Information/Exceptions/Approved Equals Request may be emailed to [procurement@ccrta.org](mailto:procurement@ccrta.org) or received by mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to the deadline.
- **July 7, 2022 – CCRTA's Response to Request for Information/Exceptions/Approved Equals Request**  
Responses will be posted in the form of an addendum to the CCRTA's Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **July 21, 2022 - Bids Due**  
Bids are due no later than 3:00 p.m. (CST). All Bids must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or submitted electronically by email to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to deadline.
- **July 21, 2022 – Bid Opening**  
The Bid Opening will be held at 3:30 p.m. (CST) on Thursday, June 23, 2022 in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) Thursday, June 23, 2022.
- **September 7, 2022 – Contract Awarded (Tentative)**  
The CCRTA's Board of Directors will meet to award a Contract to the successful Bidder.

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

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

**8. OPENING BIDS**

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

**The Bid Opening will be held at 3:30 p.m. (CST) on Thursday, July 21, 2022 in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) Thursday, July 21, 2022.**

**9. REFERENCES**

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

**10. EVALUATION FACTORS**

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

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

10.3 In the event identical bids are submitted which are determined by the CCRTA to be the lowest responsible bids, if only one of such bidders is a resident of the CCRTA service area, the contract must be awarded to that bidder. Otherwise; the successful bidder shall be selected by the casting of lots as provided in Section 271.901 of the Local Government Code.



- 10.4 For contracts not involving federal funds, in the event a bid is submitted by a “Nonresident Bidder” as defined under Chapter 2252 of the Texas Government Code, additional evaluation factors may apply if in the home state of the nonresident bidder a preference exists in favor of local bidders. The nonresident bidder will be required to underbid any Texas bidder for this contract by the same amount that a Texas bidder would need to underbid the nonresident bidder in order to be awarded a contract in the nonresident bidder’s home state. Bidders may contact the CCRTA or the Texas General Services Commission for information concerning particular state requirements.

## **11. RESERVATION OF RIGHTS**

The CCRTA expressly reserves the right to:

- 11.1 Reject or cancel any or all bids;
- 11.2 Waive any defect, irregularity or informality in any bid or bidding procedure;
- 11.3 Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 11.4 Extend the bid opening time and date;
- 11.5 Reissue a bid invitation;
- 11.6 Consider and accept an alternate bid as provided herein when most advantageous to the CCRTA; and
- 11.7 Procure any item or services by other means.

## **12. ACCEPTANCE**

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

## **13. BID PROTESTS**

In the event that a bidder desires to protest any bidding procedure, the bidder

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

**14. EQUAL OPPORTUNITY**

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

**15. SINGLE BID**

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

**16. SALES TAX EXEMPTION**

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

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

(Only to be submitted if chosen for award)

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

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

that has more than four officers; or

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

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>. A Sample Copy of Form 1295 has been provided for reference only.

## 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. Diesel Grade No. 2-D S15 is 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.

### 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 **120,000** to **140,000** gallons.

### 4.0 DELIVERY

The diesel fuel storage capacity on the CCRTA's premises is 36,000 gallons (three underground tanks bridged). Prompt delivery is absolutely essential in the performance of this Contract. Average deliveries are 7,500 gallons. Deliveries must be made **within 24 hours** after an order is placed. All fuel will be shipped FOB to the CCRTA's Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405. The CONTRACTOR is required to provide the 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**

The 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 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 the minimum requirements. 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, the CCRTA may also deduct the cost of the removal of fuel and 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 based on the OPIS 10:00 a.m. feed. The base cost per gallon will be subject to increase or decrease on a daily basis during the term of this supply Contract by the change in the Oil Price Information Service (OPIS) average pricing for the date of delivery to the CCRTA's Operations Facility located at 5658 Bear Lane Corpus Christi, Texas 78405, and it will be used for cost per gallon for duration of the Contract. 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** The Contractor's invoice will include the firm discount or markup, (OPIS) price, and applicable tax as separate items. The invoice must indicate the purchase order 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. The 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** Electronic submission of invoices with supporting documentation is encouraged to incorporate the receipt of your invoices in the automated processing system. Please submit to the dedicated email address at [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org). Invoices sent through the U.S. Mail will also be accepted and shall be addressed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable.

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

**10.4** The CCRTA's preferred method of payment to vendors is by ACH. The vendor will be asked to enroll in the CCRTA's ACH payment program. Other acceptable payment is traditional check, but the CCRTA highly encourages payments by ACH. The CCRTA's terms of payment are net 30.

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

## 11.0 SUBMITTALS

The Bidder will submit product data pertinent to the Bidder's bid in accordance to the Price Schedule. Documentation or certification should be submitted to demonstrate that the fuel being bid meets the CCRTA's minimum specifications. Also, a current Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS) must be submitted with the Bidder's bid.

## 12.0 CONTRACTOR'S INSURANCE

The CONTRACTOR will carry and pay the premium for insurance of the types and in the limits stated below. The CCRTA shall be endorsed as a certificate holder 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**

The 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 the 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 a certificate holder, 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**

The 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 a certificate holder 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.

The 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** The 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** The 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 of 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 FUEL SPECIFICATIONS

### Low Emission Diesel Fuel

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 paragraph (8) of 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 36.9 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.

ASTM chemical test methods are industry accepted standards for quality control and reliability of the product.

Testing Standards to be used: ASTM Test Method D5186, ASTM Test Method D4629, ASTM Test Method D287, ASTM Test Method D86, United States Environmental Protection Agency (EPA), ASTM Test Method D5453-19a, ASTM Test Method D6667, and ASTM Test Method D7183.

**The Bidder must confirm that the Bidder has reviewed and can meet all the Technical Fuel Specifications above by signing below. This section must be submitted with the Bidder's bid.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

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

### 1. TERM.

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

### 2. DESCRIPTION – SALE OF GOODS.

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

### 3. CONTRACTOR TO PACKAGE GOODS.

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

### 4. NO SHIPMENTS UNDER RESERVATION.

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

### 5. TITLE AND RISK OF LOSS.

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

### 6. PURCHASE OR RELEASE ORDER.

The CCRTA shall exercise its right to specify time, place, and quantity to be delivered in

the following manner: Any of the CCRTA's separate departments or divisions may send to Contractor a purchase or release order signed by an authorized agent of the department or division. The order shall refer to this Supply 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 Contract and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such

variance, it shall not be the basis for deviating from the quoted unit prices. Further, the Contractor agrees to honor quoted unit prices for the duration of this Agreement.

15. SUBSTITUTE SUPPLIERS.

In the event that the 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.

# CERTIFICATION FORMS

**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.**

**Reminder:**

- Acknowledge any addendums issued on the bottom of (Appendix C) Certification and Statement of Qualifications form.



**APPENDIX A  
PRICE SCHEDULE**

IFB No.: 2022-SP-10

BIDDER: \_\_\_\_\_

**Instructions:**

- (1) Refer to "Instructions to Bidders", "Special Terms and Conditions", and the "Technical Fuel Specifications" before completing the Price Schedule and quote your best price, FOB to 5658 Bear Lane, Corpus Christi, TX 78405.
- (2) This is a two-year, firm-price supply contract. BIDDERS must complete all information requested -- **NO ITEMS MAY REMAIN BLANK (use N/A or other as necessary)**.
- (3) **Submit one Price Schedule in pdf format and one in Microsoft Excel format on a USB flash drive.** On the outside of your sealed bid address your envelope with the information as noted in the "Instructions to Bidders" Section 6 or submit your bid electronically to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to the deadline.
- (4) **Submit a list of refineries your company will purchase the Ultra Low Sulfur Diesel from.**

**TWO-YEAR BASE BID**

Description	Proposed Product and Manufacturer	Est. Two-Year Quantity	Unit	Cost (Per Gallon) + or -
Ultra Low Sulfur TxLED Diesel Fuel		240,324	Gallon	
<b>Delivery Charge</b>				

**Notes:** The following are in reference to the above tables:

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.**
3. Price per Gallon must have either + or – within cell to identify markup or discount per gallon, failure to include symbol within the cell will disqualify your company from bid.

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

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

Print Name: \_\_\_\_\_

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

## 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):

---

**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**

**SAMPLE FORM 1295**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																											
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																											
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																													
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																													
<b>4</b> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																						
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<b>5</b> Check only if there is <b>NO</b> interested Party. <input type="checkbox"/>																																													
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____. <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <small>(month) (year)</small> <div style="text-align: center; margin-top: 10px;">                     _____                      Signature of authorized agent of contracting business entity                      (Declarant)                 </div>																																													
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																													

## APPENDIX F



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 G

**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:

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**APPENDIX H**

**REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST**

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

Page: \_\_\_\_\_

VENDOR: \_\_\_\_\_

PROJECT: IFB No. 2022-SP-10

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

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

Response:

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

## APPENDIX I

### 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:	
<b>1. Price Schedule</b> (Appendix A)	
<b>2. Certification Forms:</b>	
2.1 Certification Form (Appendix B),	
2.2 Certification and Statement of Qualifications (Appendix C),	
2.3 Disclosure of Interests Certification (Appendix D),	
2.4 Accessibility Policy (Appendix F), and	
2.5 References (Appendix G).	
<b>3. Bidder must submit the following documents in order for Bidder's bid to be considered for an award:</b>	
- Bidder must sign and submit Technical Fuel Specifications Low Emission Diesel Fuel Sheet.	
- Bidder must submit documentation or certification that demonstrated that the fuel being bid meets the CCRTA's minimum specifications.	
- Bidder must submit current SDS or MSDS Sheet.	
<b>4. The following must be submitted prior to award if not submitted with Bidder's bid:</b>	
- Copy of Insurance	
<p><b>1. Price Schedule (Appendix A) – Submit the following:</b></p> <p><b>If submitting your bid by mail</b>, submit as follows:</p> <ol style="list-style-type: none"> <li>1. One signed Price Schedule (Appendix A) <b>in a sealed envelope</b>, and</li> <li>2. Certification Forms (Appendix B, C, D, F, and G) and the required Bid Documents listed in Section 3 above enclosed in another envelope.</li> </ol> <p>Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section.</p> <p><b>If submitting your bid electronically</b> to <a href="mailto:procurement@ccrta.org">procurement@ccrta.org</a>, please submit as follows:</p> <ol style="list-style-type: none"> <li>1. One signed Price Schedule (Appendix A) <b>in one file</b>.</li> <li>2. Certification Forms (Appendix B, C, D, F, and G) must be submitted (<b>in a separate file</b>).</li> <li>3. The required Bid Documents listed in Section 3 above must be submitted (<b>in another separate file</b>).</li> </ol> <p><b>All electronic files must be clearly titled and submitted together in the</b></p>	

<b>same email.</b>	
- Price Schedule (Appendix A) Bidder must:	
1. List the Firm Name	
2. Complete the Price Schedule (Appendix A)	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
<b>2. Certification Forms – Complete, sign and date all forms.</b>	
<b>2.1 Certification Form (Appendix B) – Sign, Print, Date and list Title</b>	
<b>2.2 Certification and Statement of Qualifications (Appendix C)</b>	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	
1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	
10. Number of years in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – write in each addendum issued ( <i>i.e.</i> Addendum No. 1, 2, and 3)	
<b>2.3 Disclosure of Interest Certification (Appendix D)</b>	
Disclosure of Interest Certification (Appendix D) the Bidder must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide	

the name of the individual, job title and department or board, commission or committee.	
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date	
<b>2.4 Accessibility Policy (Appendix F) – Sign, List Company, Position, and Date</b>	
<b>2.5 References (Appendix G)</b>	
References (Appendix G) the Bidder must:	
1. List 4 similar projects which the firm has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	