



**INVITATION FOR BID
FOR
INTERNAL AND EXTERNAL ENGINE PARTS**

IFB NO.: 2023-SP-08

Date Issued: April 26, 2023

Sealed bids will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples, Corpus Christi, Texas 78401 or by email at procurement@ccrta.org until 3:00 p.m. (CST) Wednesday, June 7, 2023 for Internal and External Engine Parts. This is a one year, firm-price supply contract. Bid prices shall be good for one hundred eighty (180) calendar days from the Board approval date. **A contract will be awarded to the two (2) lowest, and most responsive and responsible Bidders of each part listed on the price schedule. Bids received after the deadline will not be accepted and will be returned to the Bidder unopened.**

NO ESCALATION IN PRICE WILL BE PERMITTED OVER THE TERM OF THE CONTRACT.

Bidders are encouraged to attend a pre-bid conference scheduled for Wednesday, May 10, 2023 at 3:00 p.m. (CST) in the Board Room on the second floor at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions bidders may have concerning this procurement. **Although attendance is not mandatory, bidders are strongly encouraged to attend.**

If you are unable to attend the pre-bid conference, but would like to remotely participate, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) Wednesday, May 10, 2023.

Requests for Information/Exceptions/Approved Equals Requests will be due by 3:00 p.m. (CST), Wednesday, May 17, 2023, with a response from the CCRTA by Wednesday, May 24, 2023.

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

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 Bid,
- Instructions to Bidders,
- Specifications,
- Scope of Work,
- Exhibit A (Internal and External Component Examples),
- Standard Supply Terms and Conditions,
- Price Schedule (Appendix A) – Separate Electronic Attachment (Microsoft Excel),
- Certification Form (Appendix B),
- Conflict of Interest Acknowledgement and Certification (Appendix B-1),
- Certification and Statement of Qualifications (Appendix C),
- Acknowledgement of Addendum/Addenda (Appendix D),
- Sample Form 1295 (Appendix E),
- Accessibility Policy (Appendix F),
- References (Appendix G),
- Request for Information/Exceptions/Approved Equals Requests Form (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 submission, please submit as follows:

- Price Schedule (Appendix A) – one signed paper hardcopy, and one electronic file on a USB Flash Drive in Microsoft Excel Format,
- Certification Form (Appendix B),
- Conflict of Interest Acknowledgement and Certification (Appendix B-1)
- Certification and Statement of Qualifications (Appendix C),
- Acknowledgement of Addendum/Addenda (Appendix D),
- Accessibility Policy (Appendix F), and
- References (Appendix G).

BIDDERS must submit the Price Schedule (one signed paper hardcopy and one electronic file on a USB Flash Drive in Microsoft Excel format), and all certification forms. The Price Schedule is a separate document in Microsoft Excel format. Tab 1 in the Microsoft Excel file contains the Instructions. Tab 2 is the Price Schedule Summary. Tab 3 is the Price Schedule. Tab 4 is the Example Parts for Internal and External Engine Parts. Failure to provide this information may deem your bid to be non-responsive.

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

- Price Schedule (Appendix A) – **Sign and Submit in a PDF format, and in Microsoft Excel format,** and
- Certification Forms (Appendix B, B-1, C, D, F, and G) **Sign All and Submit in a separate PDF file.**

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

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

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

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

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

- Copy of Insurance

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

- Form 1295 "Certificate of Interested Parties"

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 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) (one signed paper hardcopy and one electronic form on a USB Flash Drive in Microsoft Excel format), and all certification forms. The Price Schedule is a separate document in Microsoft Excel format. Tab 1 in the Microsoft Excel file contains the Instructions. Tab 2 is the Price Schedule Summary. Tab 3 is the Price Schedule. Tab 4 is the Example Parts for Internal and External Engine Parts. Failure to provide this information may deem your bid to be non-responsive.**

6. **SUBMISSION OF BIDS.**

- 6.1. Sealed Bids should be submitted in an envelope marked on the outside containing the bidder's name and address and bid description addressed to:

**Corpus Christi Regional Transportation Authority
Staples Street Center
Attn: Procurement Department
602 N. Staples Street
Corpus Christi, TX 78401
Bid For: IFB No. 2023-SP-08 Internal and External Engine Parts**

Bid Due Date: Wednesday, June 7, 2023 by 3:00 p.m. (CST)

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

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

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

6.3 **Schedule**

Bids shall be governed by the following schedule:

- **April 26, 2023 – IFB Issued**
Bid documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **May 10, 2023 - Pre-Bid Conference** will be held at 3:00 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely participate, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **May 17, 2023 – Request for Information/Exceptions/Approved Equals Requests**
Written Request for Information/Exceptions/Approved Equals Requests (Appendix H) are due no later than 3:00 p.m. (CST). Request for Information must be received via email to procurement@ccrta.org or hand-delivered at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi,

Texas 78401 prior to the deadline.

- **May 24, 2023 – CCRTA’s Response to Request for Information/Exceptions/Approved Equals Requests**
Responses will be posted to the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **June 7, 2023 - Bids Due**
Bids are due no later than 3:00 p.m. (CST). All Bids must be received at the CCRTA’s Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email to procurement@ccrta.org prior to deadline.
- **June 7, 2023 – Bid Opening**
The Bid Opening will be held at 3:30 p.m. (CST) on Wednesday, June 7, 2023 in the CCRTA’s Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Wednesday, June 7, 2023.
- **July 12, 2023 – Contract Awarded (Tentative)**
The CCRTA’s Board of Directors will meet to award a Contract to the successful Bidding firm(s).

7. MODIFICATION OR WITHDRAWAL OF BIDS.

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

8. OPENING BIDS.

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

The Bid Opening will be held at 3:30 p.m. (CST) on Wednesday, June 7, 2023 in the CCRTA’s Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Bid Opening remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Wednesday, June 7, 2023.

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

18. NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS

Bidders are advised not to contact any Board members of the CCRTA directly in any manner during this bid process. All communications directly with the Board should be reserved for public meetings in which this item is properly posted on the agenda. All communication regarding this IFB must be made through the Procurement Department.

SPECIFICATIONS

1.0 Internal and External Engine Parts

1.1 Air Intake System

Includes all items between the air inlet ports through the intake manifold including the air cleaner. Also included is the turbocharger.

1.2 Cooling System

This begins with the radiator and covers all components up to and including the water pump. It also includes the water manifold and temperature control devices.

1.3 Exhaust System

This begins with the exhaust manifold and extends through the end of the tail pipe.

1.4 Fuel System – Diesel

Includes the fuel tank through the injection system or fuel nozzle and covers all lines, pumps, filters, and controls.

1.5 Fuel System – Compressed Natural Gas (CNG)

Includes the fuel tank through the injection system, valves, and sensors and covers all lines, pumps, filters and controls.

1.6 Power Plant

Includes the basic power plant and internal power plant lubrication system. It does not include any of the above systems.

1.7 Electrical Systems

Includes all sensors and harnesses used to manage the Engine, Fuel, Exhaust, Air, In-take, Oil, and the entire power plant subassemblies internal and external.

SCOPE OF WORK

1.0 DESCRIPTION

1.1 The CCRTA requires the use of new heavy-duty internal and external engine parts capable of meeting the rigors of intra-city travel. Specifications are based on OEM specifications (Manufacturer/catalog numbers) 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. **All furnished parts must meet OEM specifications.**

A contract will be awarded to the two (2) lowest, and most responsive and responsible Bidders of each part listed on the price schedule.

1.2 The Bidder will meet OEM Manufacturer Specifications or Approved Equal to ensure each part which is supplied, will meet the design criteria for the application in which it was originally engineered to perform within a heavy-duty transit life cycle.

1.3 Manufacturer or Equal: It should be understood that specifying the Manufacturer, components, and/or equipment in this document shall not relieve the supplier from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying the CCRTA of any inappropriate Manufacturer, components and/or equipment that may be called for in the Scope of Work, or in the Specifications, Appendices and to propose a suitable substitute for consideration.

1.4 Whenever a material, article or piece of equipment is identified in the Scope of Work, or in the Specifications, Appendices by reference number or by manufacturers' number, it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Project Manager, of equal substance and function. It shall not be purchased without the CCRTA's Project Manager's written approval.

1.5 Specified Parts: All parts shall be new and under no circumstances will be used or reconditioned. Obsolete parts will not be accepted.

1.6 Materials must be furnished as specified in all cases. Where manufacturers or specific items or processes are used in the Scope of Work, or in the Specifications, Appendices by manufacturers' numbers, and the term "approved equal" follows, a request for approval or any substitution or "approved equal" must be submitted in writing to the CCRTA prior to submission of a bid and acceptance of the substitute will be at the CCRTA's discretion.

It shall be the responsibility of the Bidder to obtain such approval from the CCRTA during the RFI submission process using the enclosed Request for Information/Exceptions/Approved Equals Requests (Appendix H) Form. The Bidder will be required to supply the CCRTA with performance data, samples, and special guarantees as a condition of acceptance of any proposed alternates. Bidders will use the Request for Information/Exceptions/Approved Equals Requests (Appendix H) Form for each requested part or substitutes. Bidders must submit a Request for Information/Exceptions/Approved Equals Requests (Appendix H) Form for manufacturers other than those specified on the Scope of Work, or in the Specifications, Appendices by manufacturers' number.

- 1.7 Bidders shall be responsible for providing the CCRTA with information on the latest applicable revision to any part or process specifically called for in the specifications for consideration in the specifications.

2.0 APPROVED PARTS

The following items have already been approved and are preferred parts for the CCRTA. However, staff will consider requests for approved equals as outlined in Section 1.6 above.

Part Category	Approved Manufacturer
Engine Parts	Cummins
Engines	Cummins, Recon ®

3.0 DELIVERY

- 3.1 **The Bidder will deliver all orders placed by the CCRTA from receipt of purchase order release within ten (10) working days.** Delivery will be made between 7:30 a.m. to 4:00 p.m. (CST), Monday through Friday to 5658 Bear Lane, Parts Dept., Bay Door #18, Corpus Christi, Texas 78405.
- 3.2 The Bidder will comply with industry standards for packaging and delivery of all orders. A detailed **packing slip including pricing with the parts' manifest and purchase order number must be furnished and signed as received by authorized CCRTA personnel.**
- 3.3 Discrepancies related to wrong parts, quantities, or delivery will not be accepted by the CCRTA. All costs related to problems caused by the Bidder will be borne by the Bidder. **This includes prepaid shipping for goods that were shipped incorrectly.**

4.0 STOCKING REQUIREMENTS

- 4.1 The Bidder must demonstrate to the CCRTA's satisfaction, if requested, that it has adequate storage capacity on its premises for the material required to perform this contract. The **Bidder is required to stock inventory and cannot be a parts broker.**
- 4.2 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 contract.**
- 4.3 Due to limited warehouse space and inventory investment, the CCRTA will rely exclusively on the Bidder's stocking increments and specified delivery response time. **CONTRACTOR must maintain in its inventory at least 25% of all items awarded to it.** Emergency delivery service may be required in some instances. The successful Bidder must be able to respond and meet this need. The successful Bidder will be compensated the actual cost for premium transportation charges when specifically authorized by the CCRTA. **The CCRTA may request the Bidder to increase stocking requirements in order to avoid items being repeatedly OUT OF STOCK.** A new contract will be issued to the next lowest and responsible BIDDER for any such part(s) that do not meet the stocking requirements for these parts.
- 4.4 The CCRTA reserves the right not only to inspect, but also to test the successful Bidder's particular part(s) to determine whether they meet OEM specifications. If the part(s) are rejected, the CCRTA will return them with an explanation at the Contractor's expense. A new Contract will be issued to the next lowest and responsible Bidder for any such part(s).

5.0 WARRANTY

All parts will be fully warranted and meet the standard manufacturer's warranty.

EXHIBIT A

INTERNAL AND EXTERNAL COMPONENT EXAMPLES

The following list of components are the areas in which the CCRTA is looking for a supplier for the following Standard OEM parts:

CLAMP EXHAUST
ISOLATOR MUFFLER
PIPE TURBO OUTLET
CAP DEF FLUID TANK
SENSOR FUEL RAIL PRESSURE
REGULATOR PRESSURE CNG
SOLENOID VALVE CNG
GAUGE HIGH PRESSURE CNG
GAUGE LOW PRESSURE CNG
PULLEY IDLER WATER PUMP
SHAFT IDLER PULLEY
THERMOSTAT
THERMOSTAT CNG
SENSOR TEMPERATURE TURBO
SENSOR PRESSURE CRANKCASE
HOSE 90 DEG AIR COMP
PLUG EXPANSION OIL GALLEY
SENSOR TEMPERATURE DPF
SENSOR DPF

SEAL CRANK ISL
SEAL REAR MAIN CNG
TURBO ISL
Sensors internal & external
BELT's ALTERNATOR
CLAMP'S
HARNESS ENGINE
NOZZLE PISTON COOLING CNG
ENGINE CONTROL WIRING HARNESS DEF
RECEPTACLE CNG FILL
ECM DEF ENGINE
ACTUATOR FUEL RAIL GILLIG
COMPRESSOR AIR GILLIG NEW
PUMP WATER
EGR COOLER O-RING ISL
SPARK PLUG CNG
COIL IGNITION CNG
MODULE IGNITION CONTROL CNG
BOOT SPARK PLUG CNG

SEAL O RING EGR COOLER
GASKET EGR VALVE
KIT ACTUATOR PNEUMATIC TURBO
ACTUATOR TURBO
FILTER MODULE PARTICULATE REMAN
FILTER PARTICULATE SMALL
SENSOR OXYGEN CNG
HUB FAN BELT CNG
COOLER OIL CNG
DIPSTICK OIL CNG
TURBO DEF BUS
MOUNT ENG FRONT
MOUNT ENG+G32 REAR
INJECTOR DOSER
ISOLATOR DOSER VALVE
O RING'S CNG
BEARING PULLEY
ROD BRG STD CNG ENGINE
GASKET OIL FILTER MOUNT ISL

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.

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

10. WARRANTY-PRICE.

The price to be paid by the CCRTA shall be that price contained in Contractor's 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.

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

- Certification Form (Appendix B),
- Conflict of Interest Acknowledgement and Certification (Appendix B-1),
- Certification and Statement of Qualifications (Appendix C),
- Acknowledgement of Addendum/Addenda (Appendix D),
- Accessibility Policy (Appendix F), and
- References (Appendix G).

Reminders:

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

APPENDIX A PRICE SCHEDULE

SEPARATE ELECTRONIC FORM MICROSOFT EXCEL

BIDDERS must submit the Price Schedule (one signed paper hardcopy and one electronic form on a USB Flash Drive in Microsoft Excel format), and all certification forms. The Price Schedule is a separate document in Microsoft Excel format. Tab 1 in the Microsoft Excel file contains the Instructions. Tab 2 is the Price Schedule Summary. Tab 3 is the Price Schedule. Tab 4 is the Example Parts for Internal and External Engine Parts.

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 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) **Conflict of Interest Acknowledgement and Certification:** See Appendix B-1.
- (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 B-1

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

1. The Contractor represents that no employee has a Substantial Interest (defined as any interest which has a value of \$5,000.00 or more or represents ten percent (10%) or more of a person's gross income during the most recent calendar year) in this Contract. The Contractor further represents that no person who has a Substantial Interest in the Contract is or has been employed by the CCRTA for a period of six (6) months prior to the date of this Contract and has not (1) colluded with the Contractor in a recommendation for award, bid, proposal or solicitation on any CCRTA contracts, or (2) received any pecuniary benefit from the award of this Contract through an ownership of a Substantial Interest in a business entity or real property.
2. The Contractor agrees to ensure that the Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the CCRTA if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.
3. The CCRTA may in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure by the Contractor to comply shall render this Contract voidable by the CCRTA. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge by the Contractor shall render this Contract voidable by the CCRTA.
4. In accordance with section 176.006, Texas Local Government Code, the Contractor is required to file a Conflict of Interest Questionnaire (CIQ) within seven business days of becoming aware of a Conflict of Interest under Texas law. The CIQ can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The CIQ shall be sent to CCRTA's Director of Procurement or its designee.

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

Signature of Certifying Person: _____
Title: _____
Certifying Person (Print or Type): _____
Date: _____

APPENDIX C

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Firm Name: _____

Business Address: _____
Street, City, State and Zip

Telephone: Office: _____ Fax: _____

Email Address: _____

Firm Owner: _____ Firm CEO: _____

Taxpayer Identification Number: _____

Number of years in contracting business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a Contract? _____

Taxpayer ID#: _____ Date Organized: _____

Date Incorporated: _____

Is your firm considered a disadvantaged business enterprise (DBE)? _____

If you answered yes to the DBE question, explain type. _____

APPENDIX D

ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA

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

List all addenda numbers below:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

APPENDIX E
Sample Form 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
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.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 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.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

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. (Exclude the CCRTA as a reference).

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

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

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

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

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

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. 2023-SP-08

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 submission includes all required documents.

Bid Documents Required	Check
The following Bid Documents must be submitted:	
1. Price Schedule (Appendix A)	
2. Certification Forms:	
2.1 Certification Form (Appendix B), and Conflict of Interest Acknowledgement and Certification (Appendix B-1)	
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).	
3. The following must be submitted prior to award if not submitted with Bidder's bid:	
- Copy of Insurance	
1. Price Schedule (Appendix A) – Submit the following:	
<p>If submitting your bid by mail, submit as follows:</p> <ol style="list-style-type: none"> One signed Price Schedule (Appendix A) in a sealed envelope, and one electronic form on a USB Flash Drive in Microsoft Excel Format, and Certification Forms (Appendix B, B-1, C, D, F, and G) enclosed in another envelope. <p>Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 6.</p> <p>If submitting your bid electronically to procurement@ccrta.org, please submit as follows:</p> <ol style="list-style-type: none"> One signed Price Schedule (Appendix A) in PDF format, and one in Microsoft Excel format, and Certification Forms (Appendix B, B-1, C, D, F, and G) must be submitted (in a separate file). <p>Both electronic files must be clearly titled and submitted together in the same email.</p>	
- 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)	
2. Certification Forms – Complete, sign and date all forms.	

2.1 Certification Form (Appendix B) – Sign, Print, Date and list Title	
2.2 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)	
2.3 Acknowledgement of Addendum/Addenda (Appendix D)	
(Appendix D) the Bidder must:	
- Write in each addendum issued (<i>i.e.</i> Addenda No. 1,2,and 3)	
- Firm Name, Sign, Print, Date and list Title	
2.4 Accessibility Policy (Appendix F) – Sign, List Company, Position, and Date	
2.5 References (Appendix G)	
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.	