



**INVITATION FOR BIDS  
FOR  
UNLEADED FUEL SUPPLY**

**IFB No.: 2023-SP-17**

**Date Issued: August 25, 2023**

Sealed bids will be received at the office of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA," at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401, until 3:00 p.m. (CST), Friday, October 6, 2023 for the supply of 87-octane unleaded fuel. This is a Two-Year firm fixed-price supply contract. Bid prices shall be good for one hundred twenty (120) calendar days from the Board approval date.

**BIDDERS are encouraged to attend a pre-bid conference scheduled for Friday, September 8, 2023 at 3:00 p.m. (CST) in the Boardroom located on the second floor of the Staples Street Center 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. While this meeting is not mandatory, Bidders are strongly encouraged to attend.

If you are unable to attend the pre-bid conference, but would like to participate remotely, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Friday, September 8, 2023.

**Requests for Information/Exceptions/Approved Equals must be submitted by 3:00 p.m. (CST), Friday, September 15, 2023 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 Friday, September 22, 2023.

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, at [procurement@ccrta.org](mailto:procurement@ccrta.org).

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

- Invitation for Bids,
- Bid Submission Checklist (Use As A Reference),
- Instructions to Bidders,
- Special Terms and Conditions, and
- Standard Supply Agreement Terms and Conditions.

**Attachments and Certifications:**

- Price Schedule (Attachment A),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder/Offeror/Proposer Information Sheet (Attachment F), and
- Request for Information/Exceptions/Approved Equals Requests Form (Attachment G).

**Special Attachment:**

- Technical Fuel Specifications (Special Attachment 1)

**Supplemental Documentation and Compliance Certificates:**

- Testing or Inspection Report,
- Product Analysis and Octane Rating,
- Material Safety Data Sheet (MSDS) or Safety Data Sheets (SDS), and
- Spill Containment Policy.

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

**For mailed bid submissions, please submit the following documents:**

- Attachments and Certifications:
  - Price Schedule (Attachment A): One (1) original in a separately sealed envelope),
  - B, C, D, E, and F,
- Special Attachment: Attachment 1, and
- Supplemental Documentation and Compliance Certificates.

**For electronic bid submissions, please submit the following documents as separate electronic files;**

- Attachments and Certifications:
  - Price Schedule (Attachment A): in separate file,
  - B, C, D, E, and F: Please combine these attachments into one electronic file,
- Special Attachment: Attachment 1 (in a separate file), and
- Supplemental Documentation and Compliance Certificates: Please submit the supplemental documentation and compliance certificates as a separate electronic file.

Ensure that all electronic files are clearly titled with the corresponding document name and send these files via email to [procurement@ccrta.org](mailto:procurement@ccrta.org).

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

**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 Dropbox, Hightail, etc. If you choose to submit via file storage service, send a link to [procurement@ccrta.org](mailto:procurement@ccrta.org) for the files to be access.

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

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

- Copy of Insurance

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

- Form 1295 "Certificate of Interested Parties"

## BID SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Bid Documents Required	Check
The following Bid documents must be submitted:	
1. Price Schedule (Attachment A),	
2. Certification Form (Attachment B),	
3. Conflict of Interest Acknowledgement and Certification (Attachment C),	
4. Acknowledgement of Addendum/Addenda (Attachment D),	
5. References (Attachment E), and	
6. Bidder/Offeror/Proposer Information Sheet (Attachment F).	
<p><b>1. Price Schedule (Attachment A) – Submit the following:</b></p> <p><b>If submitting your bid by <u>mail</u></b>, submit as follows:</p> <ol style="list-style-type: none"> <li>1. Attachments and Certifications: <ul style="list-style-type: none"> <li>➤ Price Schedule (Attachment A). One (1) original in a separately sealed envelope),</li> <li>➤ B, C, D, E, and F,</li> </ul> </li> <li>2. Special Attachment 1, and</li> <li>3. Supplemental Documentation and Compliance Certificates.</li> </ol> <p>Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 6.</p> <p><b>If submitting your bid <u>electronically</u></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. Attachments and Certifications: <ul style="list-style-type: none"> <li>➤ Price Schedule Attachment A, (in a separate electronic file),</li> <li>➤ B, C, D, E, and F, (Combine these attachments into one electronic file)</li> </ul> </li> <li>2. Special Attachment 1 (in a separate electronic file), and</li> <li>3. Supplemental Documentation and Compliance Certificates: Submit in a third separate electronic file.</li> </ol> <p><b>All electronic files must be clearly titled and submitted together in the same email.</b></p>	
<b>Bidder must:</b>	
1. List the Firm Name	
2. Complete the – Unit Price Fields in Both Columns	
3. The Total Unit Price Field and Overall Unit Price Field Will Automatically Populate	
4. Sign, Print, Date and Provide Title on Price Schedule (Attachment A)	
<b>2. Certification Form (Attachment B) – Sign, Print, Date and list Title</b>	
<b>3. Conflict of Interest Acknowledgement and Certification (Attachment C)</b>	
List Bidder's Name, Sign, Print, Date, and list Title	

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

## **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 Contracts Department with sufficient time allowed for a reply to reach bidders before the submission of their bids.
- 2.2 Oral explanations or instructions will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
- 2.3 All communications regarding this solicitation – written, faxed, or e-mailed should be made directly to the Procurement. Any violation could be grounds for disqualification.

### **3. SPECIFICATIONS.**

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

### **4. ALTERNATE BIDS.**

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

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

**5. INFORMATION REQUIRED.**

- 5.1. Each bidder shall furnish the information required by the bid documents. The bidder shall sign the Price Schedule and, when appropriate, the specifications, which documents shall collectively constitute the bidder's offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.
- 5.2. The bidder should quote its lowest and best price. If delivery and shipping quantities affect a unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the CCRTA to determine maximum economic benefits. Pricing should include packaging and transportation unless otherwise specified. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.
- 5.3. Bids must be firm. If the bidder believes it necessary to include in its price a price adjustment, however, such a bid may be considered but only as an alternate bid.
- 5.4. Bids on items should be quoted F.O.B. destination. If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the CCRTA shall have the right to designate what method of transportation shall be used to ship the goods.
- 5.5. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 5.6. Time of delivery is part of the bid and very important. The required delivery date indicated is at point of destination, and if stated as a number of days, will include Saturdays, Sundays, and holidays. If the indicated date cannot be met or a date is not indicated in the specifications, the bidder shall state its best delivery time.

- 5.7. **BIDDERS** must submit the Price Schedule (one signed paper hardcopy, and one electronic file on a USB Flash Drive in the original fillable PDF format). Failure to provide this information may deem your bid to be non-responsive.

**6. SUBMISSION OF BIDS.**

- 6.1. Sealed Bids should be submitted in an envelope marked on the outside containing the bidder's name, 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-17 Unleaded Fuel Supply**

**Bid Due Date: Friday, October 6, 2023 by 3:00 p.m. (CST)**

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

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

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

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

**6.3. Schedule**

Bids shall be governed by the following schedule:

- **August 25, 2023 – IFB Issued**  
Bid documents are available at the CCRTA Website: <https://www.ccrta.org/news-opportunities/business-with-us/>.
- **September 8, 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](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) on this day.

- **September 15, 2023 – Request for Information/Exceptions/ Approved Equals**

Written Request for Information/Approved Equals (Attachment G) are due no later than 3:00 p.m. (CST). Request for Information must be received via email to [procurement@ccrta.org](mailto:procurement@ccrta.org) or hand-delivered at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.

- **September 22, 2023 – CCRTA Response to Request for Information/Approved Equals**

Responses will be posted to the CCRTA Website: <https://www.ccrta.org/news-opportunities/business-with-us/>.

- **October 6, 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 submitted electronically to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to the deadline.

- **October 6, 2023 – Bid Opening**

The Bid Opening will be held at 3:30 p.m. (CST) on Friday, October 6, 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](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Friday, October 6, 2023.

- **November 1, 2023 – Contract Awarded (Tentative)**

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

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

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

## 8. **OPENING BIDS.**

All bids shall be opened by the CCRTA as soon after the bid deadline as is reasonably practicable. Any bids which were received prior to the deadline but were not opened with the other bids due to inadvertence by the CCRTA shall be opened at a time designated by the CCRTA and announced to all bidders present at the bid opening who provided their names and phone numbers on the attendance list.

Trade secrets and confidential information contained in bids shall not be open for public inspection if identified in writing at the time the bid is submitted.

**The Bid Opening will be held at 3:30 p.m. (CST) on Friday, October 6, 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](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Friday, October 6, 2023.**

**9. REFERENCES.**

The CCRTA requires that Bidders supply a list of pertinent references using the enclosed References Form (Attachment E) 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, 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.**

Proposers are expected to comply with all applicable federal, state and local laws concerning Equal Opportunity in employment and in the provision of goods and services by the proposer.

**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.

**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.

## SPECIAL TERMS AND CONDITIONS

### 1.0 BIDDER'S RESPONSIBILITY

The BIDDER will be responsible for shipping and furnishing the CCRTA with 87-octane unleaded fuel for a two-year period. The BIDDER is required to furnish this fuel on a periodic release order basis. The CCRTA is estimating quantities of fuel for this two-year contract as follows:

**Year One Projections = 341,976 Gallons Unleaded Fuel**

**Year Two Projections = 376,173 Gallons Unleaded Fuel**

**Total Two-Year Contract Projection = 718,149 Gallons Unleaded Fuel**

### 2.0 DELIVERY REQUIREMENTS OF EACH AGENCY

Failure to meet a scheduled delivery of fuel will permit the CCRTA to purchase fuel on the open market and charge the successful bidder any increase in cost.

- 2.1 The unleaded fuel storage capacity on the CCRTA's premises is a single 11,500-gallon tank which is located underground.**
- 2.2 Prompt delivery is essential in the performance of this contract.**
- 2.3 Deliveries of quantities as large as 5,000 gallons must be made within 24 hours after an order is placed.**
- 2.4 Delivery of larger quantities may be required in year two of the contract due to increased volume consumption.**
- 2.5 All fuel will be shipped FOB to the CCRTA's Operations Facility located at 5658 Bear Lane, Corpus Christi, Texas 78405.**

### 3.0 TAXES

The CCRTA is **exempt from local, federal excise, and federal fuel taxes**; however, the CCRTA does pay a \$.2000 per gallon state fuel tax; \$.0019 Spill Tax; Lust Tax \$.001; as well as an environmental fee. **DO NOT INCLUDE THESE TAXES AND FEE IN BID PRICE FOR FUEL.** Bid only the price of the product.

### 4.0 FUEL SPILLS

The BIDDER 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 and must have a vapor recovery hose and connection system. Any costs incurred as a result of fuel spills due to negligence on the part of the BIDDER, its agents or employees, or

due to equipment malfunction will be borne by the BIDDER and may be grounds for termination of the contract at the CCRTA's option. **Include a copy of the BIDDER's spill containment policy with your bid.**

## **5.0 TECHNICAL FUEL SPECIFICATIONS**

The Technical Fuel Specifications (Special Attachment 1) for 87.0 Regular Unleaded Gasoline is incorporated into this **IFB and must be signed and submitted to confirm that the Bidder has reviewed it and can meet all specifications.**

## **6.0 LIQUIDATED DAMAGES**

For each calendar day that an order is not delivered within the specified twenty-four (24) hours, a sum of **five hundred dollars (\$500.00) per day** will be assessed against the BIDDER as reasonable liquidated damages. Said liquidated damages are not imposed as a penalty, but as an estimate of the damages that the CCRTA member will sustain from delay in delivery, which damages by their nature are not capable of precise proof. The affected CCRTA member may withhold the amount of liquidated damages from monies otherwise due to the BIDDER.

Notwithstanding the foregoing, the BIDDER shall not be responsible for liquidated damages for a default due to force majeure, such as natural disasters, extreme weather conditions, vehicular accidents, and other unanticipated factors beyond the control of the BIDDER.

## **7.0 ANALYSIS**

Deliveries of unleaded fuel under this contract are subject to an analysis test to ensure compliance with the Technical Fuel Specifications (Attachment 1). Tests will be periodically conducted by an independent lab at the BIDDER's expense. If the analysis reveals that the unleaded fuel does not meet the specifications, the CCRTA may cancel the contract for default and/or withhold payment of the delivered fuel. If the fuel that did not meet specifications causes damage to the vehicle(s) or storage tank(s), **the BIDDER will be responsible for repair of said vehicle(s) and tank(s).**

## **8.0 INVOICING AND PAYMENTS**

The BIDDER's invoice shall include the firm discount or markup, base cost, and delivery cost, and applicable tax as separate items. OPIS daily pricing standard is on date of delivery to Bear Lane Operations Facility location. Gross and net gallons must also be indicated on the invoice. The BIDDER agrees to item text the benchmark used on the invoice.

**8.1** Invoices with support documentation must be mailed to the following address: Corpus Christi Regional Transportation Authority – Staples Street Center, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, TX

78401 or emailed to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org).

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

**8.3** In the event payment has not been made, the BIDDER shall submit a reminder invoice marked "overdue".

**8.4** The CCRTA's payment terms are net 30 days.

## **9.0 TESTING**

The CCRTA reserves the right to have unleaded fuel tested by a recognized independent petroleum-testing laboratory at the BIDDER's expense.

These tests can be scheduled at any time the CCRTA deems necessary; not to exceed twelve (12) times during the twelve (12) month period.

**Each Bidder is to submit the Supplemental Documentation and Compliance Certificates of the product the Bidder proposes to furnish with the Bidder's bid submission.**

## **10.0 RIGHT TO DISAPPROVE**

The CCRTA reserves the right to disapprove (with reasonable cause) any personnel, sub-contractors, equipment, and submittals. All personnel will be bonded. If any of these items are disapproved, it is the sole responsibility of the BIDDER to correct the deficiency. If such deficiency is not corrected to the satisfaction of the CCRTA, the BIDDER will be in default.

## **11.0 INDEMNITY**

To the extent allowed by Texas Law, the successful BIDDER, its officers, members, partners, employees, agents, and licensees (Hereinafter called "BIDDERS") hereby fully indemnify, save and hold harmless the CCRTA, its officers, employees, agents, licensees, and invitees (Indemnities') against any liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries or property loss or damage of any kind whatsoever, which are caused by the BIDDER's intentional or negligent acts with regard to delivery and unloading of the fuel. The BIDDER must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to indemnities and pay all charges of attorneys and all other cost and expenses of any kind arising from any of said liability, damage, loss, claims, demands, or actions.



## **12.0 MISCELLANEOUS**

**The BIDDER must submit a typical analysis of each product the Bidder proposes to furnish and must indicate minimum octane ratings with the Bidder's bid submission.**

**Material Safety Data Sheet/s (MSDS) or Safety Data Sheets (SDS) essentially similar to the U.S. Department of Labor form LSB-00 S-5 shall be furnished for each product with the Bidder's bid submission.**

**REFER TO THE SUPPLEMENTAL DOCUMENTATION AND COMPLIANCE CERTIFICATES SECTION LISTED ON PAGE 2 OF THIS IFB.**

## **13.0 CONTRACTOR'S INSURANCE**

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

### **13.1 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 an additional insured, and a certificate of insurance evidencing such coverage shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision.

### **13.2 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.

### **13.3 Certificate of Insurance**

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

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.

### **13.4 Subcontractor's Insurance**

If any part of the work is sublet, similar insurance shall 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.

### **13.5 Litigation Responsibilities**

**13.5.1** The CONTRACTOR shall 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.

**13.5.2** The CONTRACTOR shall 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.

**13.5.3** 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.

# **SPECIAL ATTACHMENT 1**

## **TECHNICAL FUEL SPECIFICATIONS**

**Note: A signature is required at the bottom of the last page of the Technical Fuel Specifications to confirm that the Bidder has reviewed and can meet all specifications below. This section must be submitted with the Bidder's bid.**

**SPECIAL ATTACHMENT 1**  
**TECHNICAL FUEL SPECIFICATIONS**  
**FOR**  
**87.0 REGULAR UNLEADED GASOLINE**

**87.0 REGULAR UNLEADED GASOLINE (BRANDED)**

**To meet all state and federal regulations, the specification for the fuel type will only be a “10% ethanol blended unleaded gasoline”. Conventional and 10% Ethanol blended gasoline is acceptable.**

<u>Properties</u>	<u>Test Method</u>	<u>Specifications</u>			
Research Octane	ASTM D-2699	Report			
Motor Octane	ASTM D-2700	82.0 Min.			
(R + M)/2 Octane		87.0 Min.			
V/L @ 20 Min. Temp.	ASTM D-2533				
A		133° F			
B		133° F			
C		124° F			
D		116° F			
Distillation (ASTM D6)		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
10% Evap., ° F		158 Max.	149 Max.	140 Max.	131 Max.
50% Evap., ° F		170-250	170-245	170-240	170-235
90% Evap., ° F		374 Max.	374 Max.	365 Max.	365 Max.
End Point, ° F		437 Max.	437 Max.	437 Max.	437 Max.
Reid Vapor Pressure (RVP) <sup>1</sup>		9.0 Max.	10.0 Max.	11.5 Max	13.5 Max
Doctor	ASTM D-484	Negative			
or:					
Mercaptan Sulfur, Wt. %	ASTM D-3227	0.002 Max.			
Color		Undyed			
Sulfur, Wt. %	ASTM D-2622	0.10 Max.			
Existent Gum					
Washed, mg/100 ml.	ASTM D-381	5 Max.			
Oxidation Stability (Minutes)	ASTM D-525	240 Min.			

Copper Corrosion  
3 hrs. @ 122° F

ASTM D-130

No. 1B Max.

Appearance

Clear & Bright

Lead grams/gal.

ASTM D-3237

0.05 Max.

Phosphorous grams/gal.

ASTM D-3231

0.004 Max.

Volatility Class (Month)

- A May, June, July, and August, September 1 - 15
- B September 16 - 30
- C April and October
- D January, February, March, November, December

NOTES:

- 1 RVP must be analyzed by EPA's method described in 40 CFR, Part 80, Appendix E, Method 3.
- 2 Product must meet ASTM D4814-93 for automotive spark ignition engine fuel.
- 3 Product must contain a level of detergent sufficient to provide port fuel injector clean-up performance and pass the "BMW test" in the unlimited test mileage category.
- 4 All additives must be registered with the U. S. Environmental Protection Agency.
- 5 The [Tier 3 light-duty vehicle emissions rule](https://www.govinfo.gov/content/pkg/FR-2015-02-19/pdf/2015-02846.pdf) requires a reduction in sulfur content in gasoline, from the current 10-ppm average, Tier-2 from the current 30-ppm average, effective January 1, 2020 final ruling. <https://www.govinfo.gov/content/pkg/FR-2015-02-19/pdf/2015-02846.pdf> Link site
- 6 Will allow up to a 10 % (percent) Unleaded ethanol content blend" as part of this bid.

**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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

### 1. TERM.

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

### 2. DESCRIPTION – SALE OF GOODS.

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

### 3. CONTRACTOR TO PACKAGE GOODS.

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

### 4. NO SHIPMENTS UNDER RESERVATION.

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

### 5. TITLE AND RISK OF LOSS.

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

6. PURCHASE OR RELEASE ORDER.

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

7. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH.

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

8. NO REPLACING DEFECTIVE TENDER.

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

9. INVOICES AND PAYMENTS.

The Contractor shall submit invoices, on a monthly basis or as otherwise specified in the Contract documents to [AccountsPayable@ccrta.org](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. Invoices shall indicate the Purchase Order. 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](mailto:AccountsPayable@ccrta.org) or mailed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or delivery, whichever is later. In the event payment has not been made by the due date, the Contractor shall submit a reminder invoice marked "order due." The CCRTA reserves the right to review all of Contractor's invoices after payment and recover any overcharge resulting from such review. Invoices will be paid net 30.



10. WARRANTY-PRICE.

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

11. WARRANTY-PRODUCT.

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

12. WARRANTY-SAFETY.

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

13. WARRANTY-INFRINGEMENTS.

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

14. ESTIMATED QUANTITIES.

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

15. SUBSTITUTE SUPPLIERS.

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

16. TERMINATION.

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

17. ASSIGNMENT-DELEGATION.

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

18. MODIFICATIONS-WAIVER.

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

19. INTERPRETATION.

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

20. APPLICABLE LAW.

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

21. ADVERTISING.

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

22. GRATUITIES.

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

23. EQUAL OPPORTUNITY.

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

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

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

24. ENFORCEABILITY.

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

25. NOTICES.

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

26. LIABILITY INSURANCE COVERAGE.

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

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

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

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

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

27. WORKERS' COMPENSATION.

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

# REQUIRED ATTACHMENTS AND CERTIFICATION FORMS

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

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

- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder/Offeror/Proposer Information Form (Attachment F),
- Technical Fuel Specifications (Special Attachment 1), and
- Supplemental Documentation and Compliance Certificates.
  - Testing or Inspection Report,
  - Product Analysis and Octane Rating,
  - Material Safety Data Sheet (MSDS) or Safety Data Sheets (SDS), and
  - Spill Containment Policy.

## **Reminders:**

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

**ATTACHMENT A**

**PRICE SCHEDULE**

**IFB No.: 2023-SP-17**

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

**INSTRUCTIONS:**

- (1) Refer to the Instructions to Bidders and the Special Terms and Conditions, and quote your best price.
- (2) This is a Two-Year Term supply contract.
- (3) BIDDERS must **quote** either Discount (per gallon) or Mark-up (per gallon). **DO NOT QUOTE ON BOTH**
- (4) **Submit one original PRICE SCHEDULE.** On the outside of your sealed bid address your envelope with the information as noted in the "Instructions to Bidders" Section 6 or email your bid to [procurement@ccrta.org](mailto:procurement@ccrta.org).
- (5) **For bid evaluation purposes, the most current listing available (O.P.I.S. or Corpus Christi Rack) at the time of evaluation will be used to determine each bidder's unit price, to be extended by the estimated annual number of gallons.**

**TWO-YEAR TERM**

Year	Description	Proposed Product *	Estimated Annual Quantity (in gallons)	Composite Price Index	<b>EITHER</b> Discount (Per Gallon)	<b>OR</b> Mark-up (Per Gallon)
One	Unleaded Fuel (87 Octane)		341,976	OPIS		
Two	Unleaded Fuel (87 Octane)		376,173	OPIS		

**NOTES: \* Include any literature or technical information about the proposed product.**

**ATTACHMENT A**  
**PRICE SCHEDULE CONTINUED**

IFB No.: 2023-SP-17

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

Please quote to the nearest one-tenth of one cent. **DO NOT INCLUDE TAXES OR ENVIRONMENTAL FEE IN THIS PRICE QUOTE.**

Authorized by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT B

### CERTIFICATION FORM

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**ATTACHMENT C**

**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION**

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

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

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

**ATTACHMENT D**

**ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA**

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

List all addenda numbers below:

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**ATTACHMENT E**

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

- 1. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
- 2. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
- 3. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
- 4. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_

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

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**ATTACHMENT F**

**BIDDER/OFFEROR/PROPOSER INFORMATION SHEET**

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

**ATTACHMENT G**

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

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

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

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

PROJECT: IFB No. 2023-SP-17

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*

FOR CCRTA USE

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

Response:

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