



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

IFB No.: 2024-SP-21

Date Issued: October 4, 2024

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, or by email at procurement@ccrta.org until 3:00 p.m. (CST), Friday, November 8, 2024, for the supply of Internal and External Engine Parts. This is a one (1) year, firm-fixed-price supply contract. A contract will be awarded to the three (3) lowest, and most responsive and responsible Bidders of each part listed on the Price Schedule (Attachment A). Bid prices shall be valid for one hundred twenty (120) calendar days from the Board approval date.

Requests for Information/Approved Equals Form (Attachment G) must be submitted by 3:00 p.m. (CST), Friday, October 18, 2024, to 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/ by Friday, October 25, 2024.

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/. Further information may be obtained from Christina Perez, Director of Procurement or Sherrié Clay, Procurement Specialist, at 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,
- Specifications,
- Scope of Work, 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 Information Sheet (Attachment F), and
- Request for Information/Approved Equals Form (Attachment G).

Exhibit:

- Internal And External Component Examples (Exhibit I).

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

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

For mailed bid submissions, please submit as follows:

- Hard Copies of Attachments and Certifications:
 - Price Schedule (Attachment A): One (1) signed and dated in a separately sealed envelope, and one supplied in Microsoft Excel format on a USB Flash Drive.
 - B, C, D, E, and F.

For electronic bid submissions, please submit the following documents to procurement@ccrta.org:

- Attachments and Certifications:
 - Price Schedule (Attachment A): One (1) signed and dated, in a PDF file, and one submitted in Microsoft Excel format.
 - B, C, D, E, and F. (Combine these attachments into one file).

Ensure that all electronic files are clearly titled with the corresponding document name submit by email to procurement@ccrta.org.

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

The following documents are required to be submitted ONLY upon notification of recommendation for award:

- Form 1295 “Certificate of Interested Parties”
- Certificate of Insurance

Bidders are encouraged to utilize the enclosed Bid Submission Checklist to ensure your bid package is responsive to the requirements of this IFB.

- Bid Submission Checklist

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 Information Sheet (Attachment F).	
<p>1. Price Schedule (Attachment A) – Submit the following:</p> <p>If submitting your bid by <u>mail</u>, submit as follows:</p> <p>1. Hard Copies of Attachments and Certifications:</p> <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A): One (1) signed and dated in a separately sealed envelope and supplied in Microsoft Excel format on a USB Flash Drive. ➤ B, C, D, E, and F. <p>Address your sealed bid in an envelope with the information as noted in the "Instructions to Bidders" Section 6 "Submission of Bids".</p> <p>If submitting your bid <u>electronically</u> to procurement@ccrta.org, please submit as follows:</p> <p>1. Attachments and Certifications:</p> <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A). One (1) signed and dated, in a PDF file, and one submitted in Microsoft Excel format. ➤ B, C, D, E, and F, (Combine these attachments into one file). <p>Ensure that all electronic files are clearly titled with the corresponding document name and submit by email to procurement@ccrta.org.</p>	
1. Price Schedule (Attachment A) -	
1. List the Firm Name on the Instructions, Price Schedule and Price Schedule Summary Tabs	
2. Complete the Unit Cost (Each) Per Part	
3. The One-Year Cost and the One-Year Total Cost will automatically populate	
4. Insert the Number of Calendar Days If the Required Ten (10) Calendar Days Cannot be Met	
5. Sign, Print, Date and Provide Title on Price Schedule (Attachment A)	
2. Certification Form (Attachment B) – Sign, Print, Date, and list Title	
3. Conflict of Interest Acknowledgement and Certification (Attachment C)	

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

INSTRUCTIONS TO BIDDERS

1.0 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.

2.0 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 must be made directly to the Procurement Department at procurement@ccrta.org. Any violation could be grounds for disqualification.

3.0 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 based on this statement.

4.0 APPROVED EQUALS

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 proposed equal must be submitted to the CCRTA for prior approval.

ALL PROPOSED EQUIVALENT PRODUCTS MUST BE SUBMITTED THROUGH THE RFI SUBMISSION PROCESS, IN WRITING, USING THE REQUEST FOR INFORMATION/APPROVED EQUALS FORM (ATTACHMENT G), ENCLOSED IN THIS IFB, FOR APPROVAL PRIOR TO BID SUBMISSION.

5.0 INFORMATION REQUIRED

- 5.1 Each Bidder shall furnish the information required by the bid documents. The Bidder shall sign the Price Schedule (Attachment A) 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. Pricing should include packaging and transportation unless otherwise specified. All prices shall be entered on the Price Schedule in ink or typewritten. Prices must be entered in the "Unit Cost (Each)" field of the Price Schedule (Attachment A). In case of discrepancy between the Unit Cost (Each) and the One Year Cost, the Unit Cost (Each) will be presumed to be correct. **NO ITEMS MAY REMAIN BLANK.**
- 5.3 Prices quoted should be F.O.B. destination. The CCRTA reserves the right to specify the method of transportation for the shipment of the goods.
- 5.4 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.
- 5.5 Time of delivery is part of the bid and very important. The required delivery date is ten (10) calendar days from the date the Purchase Order is received, excluding holidays. If the indicated date cannot be met, the Bidder must state its best delivery time.

6.0 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. 2024-SP-21 Internal and External Engine Parts

Bid Due Date: Friday, November 8, 2024, by 3:00 p.m. (CST)

If hand delivery 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 before the bid submission deadline.

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 tentative schedule:

- **Friday, October 4, 2024 – IFB Issued**
Bid documents are available on the CCRTA's Website at <https://www.ccrta.org/news-opportunities/business-with-us/>.
- **Friday, October 18, 2024 – Request for Information/Approved Equals** Written Request for Information/Approved Equals Form (Attachment G) are due no later than 3:00 p.m. (CST). One request per form is permitted. Request for Information/Approved Equals must be received via email to procurement@ccrta.org.
- **Friday, October 25, 2024 – CCRTA's Response to Request for Information/Approved Equals**
Responses will be posted in the form of an addendum to the CCRTA's Website: <https://www.ccrta.org/news-opportunities/business-with-us/>.
- **Friday, November 8, 2024 – 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 by email to procurement@ccrta.org prior to the deadline.
- **Friday, November 8, 2024 – Bid Opening**
The Bid Opening will be held at 3:30 p.m. (CST) on Friday, November 8, 2024, in the CCRTA's Multipurpose Room located on the third 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) on this day.
- **Wednesday, December 4, 2024 – Contract Awarded (Tentative)**
The CCRTA's Board of Directors will meet to award a Contract to the

successful Bidding firm.

7.0 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.

8.0 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, November 8, 2024, in the CCRTA's Multipurpose Room located on the third 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) on this day.

9.0 REFERENCES

The CCRTA requires that Bidders supply a list of pertinent references using the enclosed References (Attachment E) form in the Certifications section of this IFB.

10.0 EVALUATION FACTORS

- 10.1 The CCRTA will award a contract to the three (3) lowest, most responsive, and responsible Bidders for each part, considering price and other factors.
- 10.2 In determining the "lowest responsive and 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, and related to an item. A record of poor performance or nonperformance on prior work may disqualify a Bidder.

11.0 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.

12.0 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 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.

13.0 BID PROTESTS

If a Bidder desires to protest any bidding procedure, the Bidder must present such protest, in writing, to the CCRTA's Chief Executive Officer within five (5) business days following the date the Board awards the contract. The protest must 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.

14.0 EQUAL OPPORTUNITY

Bidders 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 Bidder.

15.0 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.

16.0 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.

17.0 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>.

18.0 NO DIRECT CONTACT WITH THE CCRTA'S BOARD OF DIRECTORS

Bidders are advised not to contact any CCRTA Board of Director 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.

EXHIBIT I

INTERNAL AND EXTERNAL COMPONENT EXAMPLES

The CCRTA is looking for a supplier to supply the following Standard Original Equipment Manufacturer (OEM) components:

CLAMP EXHAUST	SEAL CRANK ISL	SEAL O RING EGR COOLER
ISOLATOR MUFFLER	SEAL REAR MAIN CNG	GASKET EGR VALVE
PIPE TURBO OUTLET	TURBO ISL	KIT ACTUATOR PNEUMATIC TURBO
CAP DEF FLUID TANK	Sensors internal & external	ACTUATOR TURBO
SENSOR FUEL RAIL PRESSURE	BELT's ALTERNATOR	FILTER MODULE PARTICULATE REMAN
REGULATOR PRESSURE CNG	CLAMP'S	FILTER PARTICULATE SMALL
SOLENOID VALVE CNG	HARNESS ENGINE	SENSOR OXYGEN CNG
GAUGE HIGH PRESSURE CNG	NOZZLE PISTON COOLING CNG	HUB FAN BELT CNG
GAUGE LOW PRESSURE CNG	ENGINE CONTROL WIRING HARNESS DEF	COOLER OIL CNG
PULLEY IDLER WATER PUMP	RECEPTACLE CNG FILL	DIPSTICK OIL CNG
SHAFT IDLER PULLEY	ECM DEF ENGINE	TURBO DEF BUS
THERMOSTAT	ACTUATOR FUEL RAIL GILLIG	MOUNT ENG FRONT
THERMOSTAT CNG	COMPRESSOR AIR GILLIG NEW	MOUNT ENG+G32 REAR
SENSOR TEMPERATURE TURBO	PUMP WATER	INJECTOR DOSER
SENSOR PRESSURE CRANKCASE	EGR COOLER O-RING ISL	ISOLATOR DOSER VALVE
HOSE 90 DEG AIR COMP	SPARK PLUG CNG	O RING'S CNG
PLUG EXPANSION OIL GALLEY	COIL IGNITION CNG	BEARING PULLEY
SENSOR TEMPERATURE DPF	MODULE IGNITION CONTROL CNG	ROD BRG STD CNG ENGINE
SENSOR DPF	BOOT SPARK PLUG CNG	GASKET OIL FILTER MOUNT ISL

SCOPE OF WORK

1.0 DESCRIPTION

- 1.1 The CCRTA requires the use of new heavy-duty internal and external engine parts and bus vehicle parts capable of meeting the rigors of intra-city travel. The 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.**
- 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 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 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 Project Manager's written approval.
- 1.5 **Specified Parts:** All parts shall be new and under no circumstances will used, reconditioned, or obsolete parts 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 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 is the Bidder's responsibility to obtain such approval from the CCRTA during the RFI submission process. This will be done using the enclosed Request for Information/Approved Equals Form (Attachment G). The Bidder will be

required to supply performance data, samples, and special guarantees as a condition of acceptance of any proposed alternates. Bidders will use the Request for Information/Approved Equals Form (Attachment G) for each requested part or substitute. Bidders must submit a Request for Information/Approved Equals Form (Attachment G) for manufacturers other than those specified in the Scope of Work, or in the Specifications by manufacturers' number.

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

2.0 APPROVED AND PREFERRED PARTS

The following items have already been approved and are preferred parts for the CCRTA. However, staff will consider requests for approved equals.

<u>Part Category</u>	<u>Approved Manufacturer</u>
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) calendar days.** Delivery will be made between 7:30 a.m. and 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. **An authorized CCRTA representative must provide and sign a detailed packing slip that includes pricing, the parts manifest, and the purchase order number.**
- 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 incorrectly shipped goods.**

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. This is for the material required to perform this contract. The **Bidder must maintain 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**

manufacturers 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. The successful Bidder **must maintain at least 25% of all items awarded to it.** Emergency deliveries may be required in some instances. The successful Bidder must be able to respond to and meet this need. The successful Bidder will be compensated for the actual cost of premium transportation charges when specifically authorized by the CCRTA. **The CCRTA may request the Bidder to increase stocking requirements to avoid items being repeatedly OUT OF STOCK.**
- 4.4 The CCRTA reserves the right to inspect and 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 successful Bidder's expense.

5.0 WARRANTY

All parts will be fully warranted and meet the standard manufacturer's warranty of a minimum of 12 months with unlimited miles.

STANDARD SUPPLY AGREEMENT TERMS AND CONDITIONS

1. TERM.

The term of this Supply Agreement shall be for the period specified in the Invitation for Bids.

2. DESCRIPTION – SALE OF GOODS.

The Contractor shall transfer and deliver to the CCRTA and the CCRTA shall pay for and accept all the CCRTA's requirements during the referenced term of the Agreement for all 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.

The Contractor shall package all goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) the Contractor's name and address; (b) CCRTA's name, address, and Purchase Order (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. The Contractor shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with the 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.

The 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 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 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 the Contractor a Purchase Order signed by an authorized agent of the department or division. The order shall refer to this Supply Contract 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 the 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, monthly 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 Purchase Order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the packaging slip, 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 delivered, 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 Catalog Pricing plus the specified percentage discount for each part. In the event the Contractor breaches this warranty, parts will be obtained outside of the contract. As an alternative, the CCRTA may cancel this Contract without liability to the Contractor for breach for the Contractor's actual expenses. If the stated price includes the cost of any special tooling or special test equipment fabricated or required by the 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.

The 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. The 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.

The 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 replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within a reasonable time, correction may be made by the CCRTA at the Contractor's expense.

13. WARRANTY-INFRINGEMENTS.

The 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 the 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, the Contractor shall indemnify the CCRTA for any damages due to such claim. If the 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 the 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. The 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, the Contractor agrees that, regardless of the amount of such variance, it will 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.

If 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 will 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 the Contractor.

16. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of this Agreement if the 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 the 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.

The 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 the Contractor, or any agent or representative of the 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.

The 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.

The Contractor shall be advised of any complaints filed with the CCRTA alleging that the Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether to terminate any portion of this Agreement for which purchase orders or authorities to deliver have not been issued; however, the 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.

The Contractor shall always maintain 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 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 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.

The Contractor shall always maintain 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 \$500,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

ATTACHMENTS AND CERTIFICATION FORMS

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

Complete and sign 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), and
- Bidder Information Sheet (Attachment F).

Reminders:

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

ATTACHMENT A PRICE SCHEDULE

SEPARATE ELECTRONIC FORM MICROSOFT EXCEL

NOTE: IT IS VERY IMPORTANT TO READ ALL INSTRUCTIONS ON THE PRICE SCHEDULE PRIOR TO COMPLETING IT.

Bidders must submit one (1) Price Schedule, signed and dated in PDF format and one in Microsoft Excel format.

The Price Schedule is a separate document in Microsoft Excel format that includes the following tabs:

- **Tab 1 is the Instructions**
- **Tab 2 is the Price Schedule**
- **Tab 3 is the Price Schedule Summary**
- **Tab 4 is the Example Parts**

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

Reminders:

- The number of calendar days for delivery must be specified if ten (10) calendar days cannot be met.
- The Price Schedule (Attachment A) must be signed, dated, a title provided, and the date entered.

ATTACHMENT 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) **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. 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:

ATTACHMENT F
BIDDER INFORMATION SHEET

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

ATTACHMENT G

REQUEST FOR INFORMATION AND APPROVED EQUALS FORM

(Please submit **one** form for **each** Request for Information/Approved Equals)

Page: ____ of ____

BIDDER: _____

IFB NO.: 2024-SP-21

PAGE: ____ PARAGRAPH: ____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: ____ Disapproved: ____ Clarification: ____

Response:

Chief Executive Officer/Designee