



**INVITATION FOR BIDS
FOR
LUBRICANTS AND FLUID SUPPLY**

IFB No.: 2024-SP-20

Date Issued: September 26, 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), Thursday, October 31, 2024, for the supply of Lubricants and Fluids. This is a two (2) year, firm-fixed-price supply contract. It will be awarded to the single overall lowest Bidder. 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), Thursday, October 10, 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 Thursday, October 17, 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,
- Technical Specifications, 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).

Supplemental Documentation:

- Specification Information/Data Sheet(s) on all brand/type of lubricants/fluids proposed
- Safety Data Sheet(s) on all brand/type of lubricants/fluids proposed

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
 - B, C, D, E, and F.
- Supplemental Documentation.

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
 - B, C, D, E, and F. (Combine these attachments into one file).
- Supplemental Documentation – (Combine these 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> <ol style="list-style-type: none"> 1. Hard Copies of Attachments and Certifications: <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A): One (1) signed and dated in a separately sealed envelope, and ➤ B, C, D, E, and F. 2. Supplemental Documentation. <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> <ol style="list-style-type: none"> 1. Attachments and Certifications: <ul style="list-style-type: none"> ➤ Price Schedule (Attachment A). One (1) signed and dated, in a PDF file, and ➤ B, C, D, E, and F, (Combine these attachments into one file). 2. Supplemental Documentation – (Combine these 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) – Bidder must:	
1. List the Firm Name on the Instructions and Price Schedule Tabs	
2. Complete the Price Per Gallon fields	
3. The Two-Year Cost and the Two-Year Total will automatically populate	
4. Insert the Number of Business Days If the Required Two (2) Business 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)	
- 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: - 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 - 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 - List Name, Title, Telephone numbers (office and mobile), and a valid email address	
IV. Authorized Signatory (If different from Primary Contact) - 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 "Price Per Gallon" field of the Price Schedule (Attachment A). In case of discrepancy between the price per gallon and the two-year cost, the price per gallon 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 two (2) business 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-20 Lubricants and Fluid Supply

Bid Due Date: Thursday, October 31, 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:

- **Thursday, September 26, 2024 – IFB Issued**
Bid documents are available on the CCRTA's Website at <https://www.ccrta.org/news-opportunities/business-with-us/>.
- **Thursday, October 10, 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.
- **Thursday, October 17, 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/>.
- **Thursday, October 31, 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.
- **Thursday, October 31, 2024 – Bid Opening**
The Bid Opening will be held at 3:30 p.m. (CST) on Thursday, October 31, 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.
- **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 Thursday, October 31, 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 one contract based upon the lowest responsible, and responsive bid, price and other factors considered.
- 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.

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.

TECHNICAL SPECIFICATIONS

1.0 DESCRIPTION

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

Types of Lubricants/Fluids Required:

- Hydraulic Fluid
- Natural Gas Engine Oil
- Engine Coolant/Antifreeze
- Front Wheel Bearing Grease
- Differential/Rear Axle Fluid

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

2.0 Background

- 2.1 The CCRTA currently operates 70 Gillig buses. Preventive Maintenance Inspections "PMI" are performed every 6,000 miles and require approximately 7.0 gallons (28 quarts) of engine oil fluid per bus. The annual use of engine oil fluid is approximately 4,025 gallons. The CCRTA's storage tanks will only allow a maximum of up to 900 gallons per order.
- 2.2 The CCRTA requires the use of oils and fluids in our buses which can meet the rigors of intra-city travel, which must perform up to a minimum of 65,000 miles per year under severe duty, 16-20 hours per day with high humidity.
- 2.3 The CCRTA tests all fluids used in the buses. Specifications are based on years of utilization and performance measures to establish acceptable standards of quality, performance features, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material. However, all furnished lubricants must meet OEM specifications for Cummins ISL CNG models as to not void the manufacturer's warranty. **Submit the Specification Information/Data Sheet for each brand/type being proposed as well as Safety Data Sheet(s).**
- 2.4 The Bidder will be responsible for all testing of fluids, plus troubleshooting and repairs of any damages because of fluid breakdown which caused or contributed to any type of failure on the subcomponents within the fleet.

Fluids must meet or exceed all ASTM listed standards within the document to include API-CK-4, Cummins CES 20092, ASTM's and Cummins Engineering Standard 14603 requirements.

3.0 HYDRAULIC FLUID

Hydraulic Fluid will meet the same specifications as Natural Gas Engine Oil. **Refer to section 4.0 Natural Gas Engine Oil.**

4.0 NATURAL GAS ENGINE OIL

All Seasons, above 14°F: 15W-40, API Category CK-4 Use **Cummins-specified** lubricants only. Using non-approved lubricants will void the Cummins warranty. Damage to the engine can result. Oil must meet or exceed CES 20092 (will provide significantly improved oxidation and thermal stability). Refer to the label on the oil. Note that not all CK-4 oils meet the CES 20092 standard.

5.0 ENGINE COOLANT/ANTIFREEZE

Coolant/Antifreeze will be used in the radiators, hoses, heater coils and transmission coolers. Antifreeze must meet ASTM D 4985 criteria. Coolant must meet ASTM D-6211 specifications and Cummins Engineering Standard 14603 requirements.

6.0 FRONT WHEEL BEARING GREASE

High Pressure Lithium grease NLGI Grade 2 including meeting the following test methods: ASTM D-217 and D-937.

7.0 DIFFERENTIAL/REAR AXLE FLUID

85W140 API GL-5, SAE J2360 Meritor Spec. 076-A - Meritor

8.0 DELIVERY

8.1 The Bidder shall have two (2) business days to deliver all orders placed by the CCRTA from the receipt of purchase order release. Delivery will be made F.O.B. between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday at the CCRTA's Operations Facility Maintenance Shop located at 5658 Bear Lane, Corpus Christi, Texas 78405 at Bay 18.

8.2 The selected Bidder will be responsible for delivery and filling of the CCRTA's bulk storage tanks on site at the Maintenance Shop. A CCRTA representative must be present at the time of delivery. Delivery can be performed by bulk delivery truck or barrels. All local state and federal regulations must be followed.

8.3 If the Bidder cannot meet the delivery requirements, the CCRTA reserves the right to purchase the products elsewhere as stated in Section 15 - Substitute Suppliers located in the Standard Supply Agreement Terms and Conditions.

9.0 PACKING

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

10.0 STOCKING REQUIREMENTS

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

11.0 DISCREPANCIES

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

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 package 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.

The Price Schedule is a separate document in Microsoft Excel format. Tab 1 in the Microsoft Excel file contains the Instructions. Tab 2 is the Price Schedule (Attachment A).

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

Reminders:

- A delivery time must be specified if the required two (2) business 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-20

PAGE: ____ PARAGRAPH: ____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee