

2019

IFB 2019-04

#2 Ultra-Low Sulfur Diesel – Red Dyed



Procurement Office

Greater Lafayette Public Transportation
CityBus

12/6/2019

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PART I

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Greater Lafayette Public Transportation Corporation (CityBus) at its administrative offices at 1250 Canal Road, Lafayette, IN 47904 until 2:30 PM EST, Friday, December 20, 2019, at which time they will be publicly opened and read aloud, for furnishing the following materials or supplies:

DIESEL FUEL: #2 ULSD – RED DYED

Proposals must be delivered to CityBus at the above address before 2:30 PM, EST, on Friday, December 20, 2019. Proposals should be clearly marked "BID -- DIESEL FUEL" on the face of the envelope. Bids received after the indicated deadline will be marked as late and will neither be opened nor considered for award.

A bid guarantee must be submitted in the amount of \$500.00. Guarantee from bidders whose principal place of business is outside the State of Indiana must be in the form of a certified check, payable to the Greater Lafayette Public Transportation Corporation.

Specifications for this project, including forms and instructions for bidding, may be obtained online at www.gocitybus.com/about/procurement, or by contacting Procurement at the CityBus office, PO Box 588, Lafayette, IN 47902-0588. Email procurement@gocitybus.com.

The successful contractor or contractors will be required to comply with all applicable Federal Clauses, laws, and regulations.

The Greater Lafayette Public Transportation Corporation (CityBus) hereby notifies all bidders that, in regard to any contract entered into pursuant to this Invitation to Bid, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids and/or proposals in response.

CityBus reserves the right to reject any and all bids as deemed in its own best interest.

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
1250 CANAL ROAD
LAFAYETTE, IN 47904

Publish Friday, December 6, 2019

PART II

INSTRUCTIONS TO BIDDERS

1. BID REQUIREMENTS AND CONDITIONS

- a. No bids may be withdrawn for a period of 30 days from date of Bid Opening.
- b. Conditional bids, or those taking exceptions to the specifications, may be considered non-responsive and can be rejected.
- c. In all cases, material must be furnished as specified (See Section 6).
- d. Bids received after date and time scheduled for bid opening will not be considered.
- e. Any changes to bid documents will be made by addendum.

2. PROPOSALS

- a. Each proposal must be in a sealed envelope clearly marked "BID - DIESEL FUEL" on the face of the envelope. Name and address identifying the Bidder must also be clearly marked on the face of the envelope. If the proposer cannot timely submit a bid via sealed envelope, in order to ensure the best possible bid, bids will be accepted if submitted via electronic mail or fax and received by 2:30 PM, EST, Friday, December 20, 2019. However, the bid guarantee (see Item #5) and certification documents in Part III with original signatures must still be received by CityBus no later than the original deadline of Friday, December 20, 2019, at 2:30 PM, EST. Email address is procurement@gocitybus.com and fax number is (765) 742-4729.
- b. The Greater Lafayette Public Transportation Corporation (CityBus) reserves the right to accept or reject any bid.

3. PRICING

- a. Unit pricing must be entered and extended and the total price of the bid must be shown. Unit prices are to be quoted on the basis of the unit specified.
- b. All prices quoted shall include all delivery charges incurred to the CityBus storage facility located at 1250 Canal Road, Lafayette, Indiana, 47904. Delivery charges include demurrage, delivery fees, or any other premiums for delivery, for the duration of the contract.

4. EXEMPTION FROM TAXES

CityBus is exempt from payment of federal excise, Indiana sales-use tax, and Indiana special fuel tax. These taxes shall not be included in proposal prices. CityBus will furnish necessary exemption certificates if requested. Any other taxes which are not, or which may hereafter be imposed by the United States Congress, by state, or any political subdivision thereof and applicable to the sale of material delivered as a result of bidder's proposal, and which by terms of the tax law may be passed directly to the purchaser, will be paid by CityBus.

5. BID GUARANTEE

- a. Each bid must be accompanied by a Bid Guarantee which shall be \$500.00. If the Bidder's principal place of business is outside the State of Indiana, such Bid Guarantee must be in the form of certified check, payable to Greater Lafayette Public Transportation Corporation. The Bid Guarantee for a Bidder whose principal place of business is in Indiana shall be an acceptable bond in the amount of \$500.00. The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the contract documents.
- b. Certified checks or bonds of unsuccessful Bidders will be returned within one week after the award of the contract.
- c. If the Bidder to whom the contract has been awarded refuses to execute the contract within ten (10) days from date of purchase order, the amount of the Bid Guarantee shall be forfeited to and retained by the Greater Lafayette Public Transportation Corporation (CityBus) as liquidated damages for such neglect or refusal.

6. SPECIFICATIONS

- a. Specifications used in this Invitation to Bid are intended to be open and nonrestrictive.
- b. Bidder may be required to supply CityBus with performance data, samples, and guarantees as a condition of acceptance.
- c. CityBus reserves the right to reject or condemn any material furnished under the contract which does not conform to the specifications, terms and conditions as set forth in the contract documents.

7. AWARD OF CONTRACT

- a. The contract will be awarded with an effective date of January 1, 2020 within 24 hours after acceptance by the CityBus Board of Directors to the lowest responsive

and responsible bidder complying with the conditions of these instructions and the contract proposals.

- b. A binding contract with the successful bidder will be created by the issuance of a purchase order.

8. REJECTION OF BIDS

CityBus reserves the right to accept or reject any or all Bids, or any part thereof, and to award the items separately or all to one bidder. Bidders bidding on an "all or none" basis must state such fact in the bid. Any errors in extension or totals may result in rejection of the bid.

9. DELIVERY

- a. CityBus prefers bids to be submitted on a delivery basis; therefore, unless otherwise stated, all bids will be considered to be made on the basis of all shipping charges prepaid and allowed. If transportation charges are not allowed, the bidder must so state and show such charges in the bid. The shipment must be prepaid and transportation charges added to the invoice. CityBus will pay for such transportation charges only on the basis of the lower price, the prepaid freight bill. **CITYBUS DOES NOT HAVE FACILITIES FOR COLLECT SHIPMENTS; THEREFORE, COLLECT SHIPMENTS WILL NOT BE ACCEPTED.**
- b. Vendors are advised delivery may be required as early as within 24 hours of notice for any standard delivery or upon the dates set in a planned delivery schedule. Delivery times are between 8:00 AM and 4:30 PM Monday through Friday, unless requested at another time due to circumstances beyond the control of CityBus.
- c. Failure to conform to the contractual delivery schedule for goods or services will be cause for CityBus to terminate the contract for default if CityBus chooses to do so. If such failure is deemed to be caused by contractor negligence, the liquidated damages clause of the contract may be applied.

10. QUANTITY PURCHASE AWARD OPTION

CityBus has the option, with the mutual consent of both parties to extend this quantity purchase award for an additional period of up to one year after the expiration date of the original quantity purchase award.

11. INTERPRETATION OF CONTRACT

CityBus' determination of the true meaning and intent of any ambiguities in this Contract shall be final and conclusive.

PART III

FEDERAL CLAUSES FOR MATERIALS & SUPPLIES PROCUREMENTS

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

GLPTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GLPTC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS and EQUAL OPPORTUNITY

GLPTC is an Equal Opportunity Employer. As such, GLPTC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GLPTC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49

U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- e. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Overview. It is the policy of GLPTC and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of GLPTC to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. GLPTC shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, GLPTC may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with GLPTC.

Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as GLPTC deems appropriate.

Prompt Payment. Contractors shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from GLPTC.

DBE Participation. All prime or general Contractors are hereby notified that they must show that all reasonable good faith efforts were made to have DBE participation or meet the minimum DBE participation goals on this contract, if applicable.

For a list of qualified DBEs please visit the State of Indiana's web site at <http://www.in.gov/indot/2748.htm>.

Please contact the DBE Liaison Officer, (765) 423-2666, if you need assistance.

7. TERMINATION (Contracts > \$10,000)

Termination for Convenience (General Provision)

GLPTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in GLPTC's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GLPTC to be paid the Contractor. If the Contractor has any property in its

possession belonging to GLPTC, the Contractor will account for the same, and dispose of it in the manner GLPTC directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, GLPTC may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by GLPTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, GLPTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

GLPTC, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to GLPTC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from GLPTC setting forth the nature of said breach or default, GLPTC shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude GLPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that GLPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by GLPTC shall not limit GLPTC's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, GLPTC may terminate this contract for default. GLPTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract

price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GLPTC.

8. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION (Contracts > \$150,000)

Rights and Remedies of GLPTC

GLPTC shall have the following rights in the event that GLPTC deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by GLPTC, the Contractor expressly agrees that no default, act or omission of GLPTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless GLPTC directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, GLPTC will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before GLPTC takes action contemplated herein, GLPTC will provide the Contractor with sixty (60) days written notice that GLPTC considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of GLPTC's General Manager. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manger. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute

Unless otherwise directed by GLPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9. DEBARMENT, SUSPENSION, INELIGIBITY AND VOLUNTARY EXCLUSION (Contracts > \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to

Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by GLPTC. If it is later determined by GLPTC that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GLPTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. RECYCLED PRODUCTS

(Contracts > \$10,000/yr for items designated by EPA)

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

11. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS

(Contracts that involve property that may be transported by ocean vessel)

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities

pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Contracts > \$150,000)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14. SAFE OPERATION OF MOTOR VEHICLE

- a. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or GLPTC.
- b. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GLPTC requests which would cause GLPTC to be in violation of the FTA terms and conditions.

16. FLY AMERICA REQUIREMENTS

(Contracts that involve property that may be transported by air or foreign transport)

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

17. LOBBYING RESTRICTIONS (Contracts > \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION (GLPTC)
CERTIFICATION OF FTA REQUIRED CLAUSES**

Background

Greater Lafayette Public Transportation Corporation (GLPTC) is funded, in part, by the Federal Transit Administration (FTA), an agency within the Department of Transportation, of the United States of America. Various Federal Statutes and Regulations govern the purchasing procedures of GLPTC. Basic requirements and the associated required documents and responsibilities will be found in **49 CFR 18.36 and in FTA Circular 4220.1F**. The Statutes, Regulations, and Circulars governing the procurements by GLPTC require among other things that purchases be made according to approved plans and specifications, which will become part of the contractual documents between GLPTC and the successful vendor(s).

GLPTC, as a condition of receiving FTA funds, is subject to FTA oversight in the form of a Triennial Review once every three years. (In addition, GLPTC may be subject to FTA oversight reviews in specific areas, including procurement, financial management, civil rights, and drug and alcohol.) During the review, FTA will examine documentation on file to assist in their evaluation of how well GLPTC has met its statutory and administrative requirements. We respectfully request your assistance in this process. Please contact Amy Burnett, Controller/Manager of Administration, with any questions at (765) 423-2666. Thank you.

PLEASE SIGN BELOW:

I certify that _____ (Vendor) will comply with all applicable Federal Transit Administration (FTA) Circular 4220.1F third party contract clause requirements, for the period of 01/01/2020 – 12/31/2020. These requirements are available at: <http://www.gocitybus.com/About/Procurement>.

Signature

Date

Printed Name

Vendor should be aware that the contents of the purchase order (PO) constitutes a sound and complete contractual agreement. Additionally, the contractor should be aware of the contents of any certifications and guidelines in addition to the purchase order, that it will be required to execute as required by the Federal Transit Administration (FTA) and Greater Lafayette Public Transportation Corporation. Failure of contractor to accept these obligations will result in the rejection of its quote, bid, proposal or cancellation of any award. The model clauses set forth in these requirements are adopted and expressly made part of the purchase order, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies and/or GLPTC, and all references to the vendor/contractor shall refer to the party awarded any contract as a result of this procurement transaction.

PART IV

SPECIAL PROVISIONS

1. GENERAL REQUIREMENTS

- a. Fuels supplied must be clean, completely distilled, stable, and non-corrosive, to provide good performance and contribute to long engine life in the electronic engines currently in use in transit vehicles operated by the Greater Lafayette Public Transportation Corporation (CityBus).
- b. Periodic spot fuel sampling may occur before transport load is allowed to dispense into our storage tank(s). During such sampling, if any visual contaminates or severe irregular coloring is present, GLPTC reserves the right to reject the delivery in its entirety.
- c. Invoicing of Product. All invoices must reflect cost of load as gross gallons loaded per shipping ticket/bill of lading or delivery receipt. All additives, including formulation for winter blend shall be included in the bid price.
- d. Delivery Point: FOB 1250 Canal Road, Lafayette, Indiana 47904 between the weekday hours of 8:00 am and 4:30 pm.
- e. Quantity of Fuel. CityBus requests a total of up to 100,000 gallons of fuel. Individual loads of fuel shall be approximately 7,500 gross U.S. gallons, more or less, unless otherwise requested by CityBus. No monthly allocations of product will be allowed.
- f. Type(s) of Fuel. Bids are requested for Ultra-low sulfur diesel fuel (“ULSD”) #2, red dyed (specification listed below).

2. ULTRA-LOW SULFUR DIESEL FUEL #2-RED DYED

The Contractor shall be responsible for supplying diesel fuel that meets or exceeds the following properties, **including additives to prevent fuel jelling in winter months:**

SPECIFICATION – ULTRALOW SULFUR DIESEL FUEL #2

<u>ASTM Method</u>	<u>Characteristics and Properties</u>	<u>Limits</u>
D 93	Flash Point, °C	37.7 min
D 2709	Water, % Volume (Note 1)	0.02 max
D 86	Distillation Range, Temperature °C	
	IBP	148.0 - 204.0
	10%	Report
	50%	Report
	90%	288.0 max
	EP	Report
	Recovered Volume, %	98.0 min
D 445	Viscosity, Centistokes @ 40 °C	1.3 to 2.4 range
D 482	Ash, % mass	0.01 max
D 130	Copper Corrosion	No 3a, max
D 613	Cetane No.	47 min
D 4737	Cetane Index	45 min
D1319 or D5186	Aromatics, %	27 max
D 524	Carbon Residue, on 10% distillation residue, mass	0.15 max
D 2622 (Note 6)	Sulfur, (% wt)	0.003 Max
D 2500 (Note 2)	Cloud Point	Note 3
D 4359	Filter Plugging Point	Note 4
D 6468	DuPont Pad Test, Reflectance at 150 °C, (High Temperature Stability)	70 max
D 2274	Accelerated Storage Stability, mg/L	15 max
D 287	API Gravity	37 to 44 range
D 1298	Specific Gravity, g/ml, @ 60 °F	0.806 - 0.840 range
D 6078 (Note 5)	Lubricity, Load, gms	3100 min
D 6079	Wear Scar, mm	460 max

Notes to the Table:

1. No free water visible
2. Alternatively, flow may be measured by Low Temperature Flow Test ASTM D 4539 at -20 °F.
3. Winter requirement from November 1st to March 1st. The cloud point shall be 10 °F (6 °C) below the lowest temperature to prevent clogging of filters by wax crystals.
4. The filter plugging point temperature shall be equal to or below the lowest expected fuel temperature.
5. Alternatively, lubricity may be measured by ASTM D 6079.
6. Alternatively, Sulfur may be measured by ASTM D 4294.

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

FIRM FIXED PRICE

PROPOSAL

DIESEL FUEL

BID OPENING: 2:30 PM, FRIDAY, DECEMBER 20, 2019

QUANTITY	QUALITY/DESCRIPTION	UNIT PRICE	ANNUALIZED COST
UP TO 100,000 GALLONS (+/- 7,500 gal. Minimum bulk truck transport)	#2 DIESEL FUEL – ULTRA-LOW SULFUR, RED DYED CONFORMING TO FEDERAL SPECIFICATIONS **VV-F-800; DF-2		

** Pricing without taxes

All items shall be according to PART IV, SPECIAL PROVISIONS.

The prices above are to be considered firm fixed prices for the period
January 1, 2020 through December 31, 2020.

PLEASE NOTE:

THE BOARD OF DIRECTORS WILL MEET AT 2:30 PM ON DECEMBER 20, 2019 TO ACCEPT OR REJECT BIDS. Bidders will be notified of acceptance or rejection of bid by the conclusion of the board meeting on December 20, 2019, via telephone or email if an email address is provided (meeting conclusion is expected to be 4:00 PM EST).