



Whatcom Transportation Authority
INVITATION TO BID
FOR
ULTRA-LOW SULPHUR DIESEL FUEL,
UNLEADED GASOLINE, & CARD LOCK SERVICE

#2016 - 089

SOLICITATION RELEASE DATE:
January 15, 2016

PRE-BID MEETING:
January 28, 2016

BID DUE DATE AND TIME:
February 17, 2016
No Later Than 2:30 PM PST

Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226
procurement@ridewta.com
Phone (360) 788-9332 Fax (360) 788-9532



Table of Contents

Part 1 – General Information	4
Part 2 - Submission Guidelines	5
2.A. Procurement Schedule	5
2.B. Contact With WTA	5
2.C. Bidder Minimum Qualifications	5
2.D. Submission Requirements	6
2.E. Addenda	6
2.F. Inter-local Purchasing	7
2.G. Specification Details & Request for Alternates	7
Part 3 – Evaluation Process	9
3.A. Evaluation Criteria	9
3.B. General Bid Conditions	9
3.C. Notice of Intent to Award	9
Part 4 –Scope of Work	10
4.A. Fuel Pricing	10
4.B. Taxes & Fees	12
4.C. Bulk Fuel	12
4.C.1. Fuel Requirements	13
4.C.2. Product Quality	13
4.C.3. Inventory	13
4.C.5. Delivery	14
4.C.6. Responsibilities of the Parties	15
4.C.7. Negligence and Spill Response	16
4.C.8. Worksite Safety	16
4.C.9. Reporting Requirements	17
4.C.10. Invoices	17
4.D. Card Lock	17
4.D.1. General Requirements	18
4.D.2. Reporting Requirements	18
Part 5 – Protest Procedures	20
Part 6 – Contract Details	22
6.A. Contract Modifications	22
6.B. Independent Contractor	22
6.C. Performance Standards	22



6.D. Enforcement Costs	24
6.E. Supervision and Coordination.....	24
6.F. Suspension of Contract.....	24
6.G. Warranties.....	24
6.H. Disadvantaged Business Enterprise (DBE) Contracting.....	24
Part 7 – Public Disclosure Law.....	26
Part 8 – Debarment, Compliance, Conflict of Interest	27
Part 9 – Appendix	28
Appendix A: General Contract Terms and Conditions	28
Part 10 – Exhibits	34
Exhibit A: Proposer’s Checklist.....	34
Exhibit B: Bid Confirmation & Cover Sheet	35
Exhibit C: Vendor Information & References.....	36
Exhibit D: Price Sheets	38
REGULAR UNLEADED GASOLINE – Clear (undyed), minimum Octane 87.....	38
ULTRA LOW SULFUR DIESEL – Clear (undyed), Maximum sulfur content of 15 PPM	39
FLEET CARD LOCK.....	40
Exhibit E: Fuel system summary.....	40
Exhibit F: Request for Clarifications or Alternates.....	42



Part 1 – General Information

Whatcom Transportation Authority (WTA) provides fixed route, paratransit, and vanpool service throughout Whatcom County. WTA is a municipal corporation formed in 1983. The transit revenue fleet consists of 60 fixed route buses, 41 paratransit vehicles, and 39 vanpools. WTA also owns and maintains 30 staff vehicles.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at www.ridewta.com.

WTA is currently soliciting bids for a vendor or vendors to provide bulk fuel, card lock service, and related services and products for all of its buses, paratransit vehicles, vanpools and staff vehicles. Fuel must be clear (undyed) Ultra Low Sulphur Diesel (ULSD) & Unleaded Gas. The successful contractor(s) will be responsible for providing and delivering all bulk fuel.

WTA intends to award the bulk fuel portion of the contract to one vendor due to space limitations at the fuel dock. Contractor(s) will have total first party control of fueling operations, meaning the Contractor(s) will own or lease all fuel delivery trucks and directly employ all drivers. Vendors who do not own their own trucks and utilize common carriers will not be considered for this contract.

The card lock may be awarded to one or more vendors depending on lowest margin price.

Bidders are advised that they will be required to adhere to the terms and conditions of this solicitation. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for bidders who are not completely familiar with the scope or contract requirements. Requests for contract changes must be done prior to the bid due date.

This project is not funded using Federal money.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.

Part 2 - Submission Guidelines

2.A. Procurement Schedule

Activity	Date - 2016
Procurement Request Released	January 15
Pre-Bid Meeting	January 28 11:00 AM
Submissions Due*	February 17 NLT 2:30 PM PST
Estimated Award Date**	March 17
Contract Start Date	April 1

*WTA will reject proposals received after this date.

**WTA reserves the right to award a contract(s) no more than 45 days after this date.

WTA reserves the right to modify the Procurement Schedule through written addenda.

WTA intends to award the bulk diesel and gasoline portion of the contract to one vendor due to space limitations at the fuel dock. The card lock may be awarded separately to one or more vendors depending on lowest margin price.

2.B. Contact With WTA

Unauthorized contact regarding this ITB with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Bidders will rely only on written statements issued by the Procurement & Grants Coordinator listed below:

Magan Waltari, Procurement & Grants Coordinator
4111 Bakerview Spur
Bellingham, WA 98226
360.788-9332
procurement@ridewta.com

2.C. Bidder Minimum Qualifications

A bidder must meet the following minimum qualifications:

- Be either manufacturers, authorized dealers, or have a relationship with an authorized dealer that allows the Bidder to purchase the product legally.
- Own or lease all delivery vehicles and employ all drivers.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Have a State of Washington and any other required local government business license.
- Be skilled and regularly engaged in the class or type of work called for.
- Have the requisite experience and ability, sufficient capital, facilities, personnel and plant to enable proper and successful execution of the work.
- Demonstrate satisfactory performance on other contracts of like nature, magnitude, and comparable difficulty at comparable rates of progress.
- Have all necessary insurance called for under the specifications ([Appendix A](#) #36).

Bidders must also ensure they have all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Contractor shall provide documents confirming that it has obtained any local business registrations or permits that may be required.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing (including appropriate insurance coverage) necessary to satisfactorily meet the requirements set forth or implied in the proposal. Failure to provide sufficient evidence when requested may be cause for bid rejection. Please refer to [Part 7](#) for the handling of “Confidential” or “Proprietary” information.

2.D. Submission Requirements

Submitting a bid in response to this solicitation is conclusive evidence that the

- Bidder(s) agrees to be bound by all legal requirements and contract terms and conditions provided unless previously negotiated.
- Bidder(s) has thoroughly examined and understands all requirements of the ENTIRE solicitation package, including any Addenda issued, and the work required to complete the Contract, and has made allowances in preparing figures to provide the required services.

The failure or neglect of a Bidder(s) to receive or examine any part of the solicitation documents shall in no way relieve the Bidder(s) from its obligations with respect to its bid or the Contract if the Bidder is selected for Contract Award. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of the bid or contract performance requirements.

All submissions become the property of WTA and are subject to public disclosure (Refer to [Part 7](#)).

Bids must be clear and concise, and provide complete information about the bidder’s qualifications and ability to perform the required services. An electronic copy or a dedicated CD/USB Flash Drive is the preferred method of submission. Electronic copies will not be viewed until the due date. It is the submitter’s responsibility to verify that WTA has received the document.

Hard copies will also be accepted however, staples, binders, or other bindings are discouraged.

Late proposals will not be considered.

Mark the bid as “Sealed Bid ITB #2016-089”. WTA will not be responsible for premature or late opening of bids not appropriately addressed or identified.

Pages of the bid should be numbered, and sections clearly outlined. Any confidential or proprietary information should be submitted separately and clearly marked as “Proprietary” or “Confidential.” Please refer to [Part 7](#) for the handling of “Confidential” or “Proprietary” information.

Any bid may be withdrawn, at any time prior to the time set for public opening. Bids may not be revised once the opening date has passed, unless specifically requested by WTA.

2.E. Addenda

Addenda will be issued to all plan holders should questions or clarifications be deemed significant enough to affect received proposals. It is the bidders' responsibility to ensure that it is in receipt of all issued addenda prior to the submission deadline. Addenda must be acknowledged on [Exhibit B](#).

Addenda is uploaded to each WEBS solicitation, sent to bidders who have requested a bid packet from the procurement office, and posted on the WTA website.

Bids not acknowledging addenda will be considered not responsive and not reviewed.

2.F. Inter-local Purchasing

This award shall be subject to RCW 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA bid request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

2.G. Specification Details & Request for Alternates

All specifications in this solicitation are designed to enable a Bidder(s) to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of meeting the actual needs of the procurement. Any Bidder(s) believing a specification is unnecessarily restrictive must indicate such on the "Request for Clarifications or Alternates" [Exhibit F](#), and submit to the Procurement and Grants Coordinator before the bid deadline.

A manufacturer or supplier choice not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to consider these specifications as restrictive. Bidders shall bid goods and services which they believe comply with these specifications.

Bidder's offers of substitution shall be made in writing on [Exhibit F](#) to the Procurement & Grants Coordinator and include sufficient data to assess the acceptability of the contract term, service material, or equipment for the particular application and requirements. The bidder must provide a detailed cost comparison between what is requested in this ITB and what is being proposed as an alternate solution. This request must also include demonstrate adequate and equivalent performance and durability of what is specified. The burden of proof of the merit of the proposed substitute is upon the bidder.

While WTA might not take any objections to the proposed substitution, such action shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitution, in the same manner and degree as the material and equipment specified by name. Any proposed cost differential associated with a substitution shall be reflected in the offer and, if the substitution is accepted, the Contract Documents shall be modified by a change order.

If the Contractor wishes to offer a substitution, the Contractor shall bear WTA's cost for evaluating the requested substitution even though the request may be denied. Costs will be charged on a time-and-expense basis and will be deducted from progress payments due the Contractor.

Contractors desiring alternatives or exceptions to any contract terms must submit their requests prior to bid close using [Exhibit F](#).



Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a bid are cause for the bid's rejection as non-responsive.

Part 3 – Evaluation Process

3.A. Evaluation Criteria

Award of the contract shall be to the lowest responsible bidder as determined by [Section 2.C](#).

3.B. General Bid Conditions

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all bids and their bidders
- Reject any or all bids until a contract is signed
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in bids received
- Issue changes in the form of a written addenda
- Request additional information to fully evaluate a bid or bidder

A bid will be rejected when:

- Terms and conditions have been placed without prior agreement of WTA
- It is not received by the deadline stated above
- The bid is not in the format as required
- The bidder fails to meet the minimum requirements listed in [Part 2.C](#)
- The bid is not signed
- Vendor information or references are incomplete
- Any other reason determined to be in the best interest of the WTA
- The bid does not meet required terms and conditions

Bids submitted will not be public information until after award.

Bid pricing shall be valid for a period of 120 days from submission date.

3.C. Notice of Intent to Award

Upon selection and confirmation of the successful bidder(s), WTA will issue a Notice of Intent to Award to all solicitation holders. The Notice of Intent in no way constitutes a promise to award, rather it is the agency's first step in recommending a contract to its Board of Directors. WTA reserves the right to reconsider a contract recommendation after the issuance of a Notice of Intent but before Board of Directors approval.

Bidders are permitted to request a debriefing from the Procurement and Grants Coordinator after the intent is issued.



Part 4 –Scope of Work

The Contractor(s) will provide the following:

- 1) Gasoline, Unleaded, minimum Octane 87, ASTM D4814.
- 2) Clear (undyed), Ultra-Low Sulfur Diesel (ULSD), Grade #2-DS15, meeting American Society for Testing and Materials (ASTM) rate of D 975-15C, with a maximum sulfur content of 15 parts per million (PPM), and minimum Cetane number (may also be referred to as CN, combustion number, or combustion speed) of 45.
- 3) Bio-diesel blend: In addition during the period of the contract WTA may, at their option, substitute a blend of ultra-low sulfur biodiesel of a portion of the quantity of ULSD listed above. Should the WTA elect to purchase biodiesel blend under this contract, a specific delivery price for bio diesel delivery will be negotiated and the contract modified accordingly.
- 4) Card Lock Fueling for Unleaded Gasoline with a minimum Octane 87 rating.
- 5) Alternative Fuels for Card Lock: During the period of the contract WTA may, at their option, substitute unleaded gasoline for an alternative fuel including, but not limited to diesel, bio-diesel, CNG, or propane. Should the WTA elect to make this change, a price for will be negotiated and the contract modified accordingly.

Bidders shall be either manufacturers, authorized dealers, or have a relationship with an authorized dealer that allows the Bidder to purchase the product legally.

WTA does not guarantee any specific minimum or maximum amount of fuel to be delivered under the Contract. Quantities are estimates only and are not be construed as firm or a guaranteed purchasing obligation. Delivery will be on a mutually agreed upon schedule, as needed. This is not a contract for a keep full schedule.

All materials, equipment, goods, or services performed or delivered by Contractor shall be free of all liens, claims, or encumbrances of any kind.

4.A. Fuel Pricing

Fuel prices will fluctuate daily in exact proportion to an established price base. The lowest priced Fixed Markup (reflected as dollars & cents) will serve as the basis for award. Fixed Markup will remain firm-fixed for the life of the Contract.

- 1) Bid Pricing: Bids will reflect the February 16, 2016 6:00 PM PST Rack Price for Ferndale. Contractor may obtain fuel from any location during the course of the contract. Ferndale is the rack of choice to equitably evaluate bids.
- 2) Fixed Markup/Bid Margin: Bid margin per gallon shall include Vendor's markup, delivery, freight, and any or all applicable product taxes. DO NOT include State Fuel Tax, State Sales Tax, or Federal Excise Tax in Bid Margin. The lowest priced fixed markup for the Contract Term will serve as the basis for award. The margin will remain firm-fixed for the life of the Contract.

Example:

If the contractor price from their supplier is \$1.4052 per gallon and Bid Margin/Fixed Markup is \$0.02 (includes delivery, etc) the Price per gallon delivered to WTA is \$1.4252:

Contractor Price – (Supplier Rack Price) (as of 6:00 PM PST)	\$1.4052
<u>Bid Margin/Fixed Markup</u>	<u>\$0.02</u>
WTA Price (incl. all costs for delivery)	\$1.4452

The two cent bid margin (Fixed Markup) would remain constant throughout the Contract Term. Examples below show the price that would be charged to WTA for three separate periods had this been in effect for the fall of 2014:

Ferndale Rack Date	10/10/14	11/17/14	12/24/14
Ferndale Rack Price	\$1.7922	\$1.7724	\$1.7333
Fixed Markup	<u>\$.0200</u>	<u>\$.0200</u>	<u>\$.0200</u>
New Contract Price	\$1.8122	\$1.7924	\$1.7533

- 3) Contractor Fuel Price: The 6:00 PM PST rack price for Ferndale, as modified by the Fixed Markup in effect the day before pick up from Contractor's supplier.
- 4) Absent critical circumstances and WTA approval by contract amendment, Contractor's markup per gallon above the Ferndale Rack Price, as submitted on the Bid Form, shall not change during the life of the Contract.
- 5) Given the volatility of the fuel market, WTA will not agree to a fixed fuel price for a specific period of time.
- 6) DEFINITION OF RACK PRICE: Since fuel pricing fluctuates from one day to another, fuel contract prices will be allowed to increase or decrease during the life of the Contract. The average rack price for Ferndale as of 6:00 PM PST the day before pickup shall serve as the basis for establishing WTA fuel prices.
- 7) PRICE SHEETS: Proposers will be asked on the Proposal Form, [Exhibit D](#), to verify rack pricing.
- 8) PRICING FOR DELIVERY OF BIO DIESEL BLEND: Should the WTA elect to purchase biodiesel blend under this contract, a specific delivery price and fixed markup will be negotiated with any discounts and the contract modified accordingly.
- 9) RACK PRICE VERIFICATION: Proposers must verify rack price by attaching a copy of the Ferndale Rack Price to their bid on [Exhibit D](#). (Note: WTA will require a copy of the suppliers' price sheet to each invoice statement for each of the Contractor's deliveries and reserves the right to request price verification more often should the market become unstable)



- 10) PRICE ESCALATION/DE-ESCALATION: Bulk fuel prices will increase or decrease during the contract period. Only the rack price will be used for contract price adjustments. Price shall be the 6:00 PM PST rack price the day before pick up from Contractor's supplier.

For the purpose of evaluating bids, the Ferndale rack price for February 16, 2015 at 6 PM Pacific Standard Time will be used. Bid margins will then be added to the rack price to determine low bid. Exclusive of applicable taxes (except for Washington State Sales Tax).

NOTE: The Contractor may obtain product from any terminal but only the location indicated on the bid will be used in calculating total delivered price.

4.B. Taxes & Fees

- 1) WTA is exempt from paying Federal Excise Tax.
- 2) Taxes and other fees to be charged under this contract shall be itemized on the bid form and all invoices and will not be components of the Fixed Markup.
- 3) WTA agrees to pay the following taxes on all petroleum product purchases where applicable. Any other taxes, fees, or import revenues which are not applicable to the sale and delivery of fuels (or which may be imposed by Congress, a State, or any political subdivision) and which must be passed directly to WTA will be paid from the invoices submitted.
 - a) Federal Lust Tax
 - b) Federal Spill Fund
 - c) WA State Special Fuel Tax
 - d) WA State Motor Vehicle Fuel Tax
 - e) Petroleum Production Tax
 - f) WA State Hazardous Substance Tax
- 4) It is the Contractor's responsibility to provide Federal Tax Exemption Certificates to WTA for authentication and return to the Contractor. The filing of Federal Tax Exemption Certificates shall be the sole responsibility of the Contractor subsequent to WTA authentication. Under no circumstances will Federal Excise Tax be shown on invoices.
- 5) Unless indicated otherwise, WTA agrees to pay other Federal and Washington State tax on all petroleum product purchases where applicable. Any other taxes, fees, or import revenues which are not applicable to the sale and delivery of fuels (or which may hereafter be imposed by Congress, a State, or any political subdivision) and which by the terms of the tax law must be passed directly to WTA, will be paid by WTA from invoice.

4.C. Bulk Fuel

- 1) WTA has (1) 12,000 gallon above ground tank for unleaded and (2) 12,000 gallon manifolded above ground tanks for ULSD. All fuel will be delivered to the Maintenance

Operations Administration Base (MOAB) facility located at 4111 Bakerview Spur, Bellingham, WA.

- 2) Fuel deliveries will be set up on an as-needed basis. Inventory levels are typically provided Monday, Wednesday, and Friday via fax or e-mail by a WTA authorized representative during WTA's normal business hours. If fuel is required in the event of an emergency, notice shall be given at any time with an expected delivery within 2 hours of confirming receipt of the notice.
- 3) Contractor will have total first party control of fueling operations, meaning the Contractor will own or lease all fuel delivery trucks and directly employ all drivers. Vendors who do not own their own trucks and utilize common carriers will not be considered for this contract.
- 4) No fuel surcharges or additional shipping and handling fees will be permitted. All goods delivered under the Contract shall be FOB Destination, Prepaid and Allowed. Any claim submitted by Contractor to a carrier for loss, injury, or destruction of goods in transit shall not release Contractor from any other contractual obligations.

4.C.1. Fuel Requirements

Fuel specifications shall be as follows:

- a. Gasoline, Unleaded, minimum Octane 87, ASTM D4814.
- b. Clear (undyed), Ultra-Low Sulfur Diesel (ULSD), Grade #2-DS15, meeting American Society for Testing and Materials (ASTM) rate of D 975-15C, with a maximum sulfur content of 15 parts per million (PPM), and minimum Cetane number (may also be referred to as CN, combustion number, or combustion speed) of 45.
- c. Bio-diesel blend: In addition during the period of the contract the WTA may, at their option, substitute a blend of ultra-low sulfur biodiesel of a portion of the quantity of ULSD listed above. Should the WTA elect to purchase biodiesel blend under this contract, a specific delivery price for bio diesel delivery will be negotiated and the contract modified accordingly.

4.C.2. Product Quality

The quality of all fuels purchased must meet or exceed the requirements set forth in the Revised Code of Washington, Chapter 19.112 RCW – Motor Fuel Quality Act, as amended.

Bio-Diesel fuel (also known as Renewable Diesel) shall be produced by a BQ9000 certified facility. The bio-diesel must meet Oxidation and Stability test (ASTM) D2274. The Cetane number (may also be referred to as CN, combustion number, or combustion speed) shall be at least 48.

Clear (un-dyed), ultra-low sulfur diesel (ULSD) fuel, Grade No. 2 DS15 must have a sulfur percentage no greater than 15 PPM and meet ASTM D975-15C. The Cetane index (may also be referred to as CN, combustion number, or combustion speed) shall be at least 45.

Unleaded shall have a minimum of 87 Octane.

4.C.3. Inventory

The vendor must make every effort to maintain sufficient product inventories to meet WTA's fuel needs. It is also requested that the bidders furnish and attach to this proposal a "letter of support" from the refiner or basic supplier acknowledging their supply and service supports.

4.C.5. Delivery

- 1) Contractor is responsible for determining the best fuel delivery method (i.e. transport truck or tank wagon) according to its fleet.
- 2) Deliveries may commence at 6:00 a.m. and will be completed no later than 5:00 p.m. local time, Monday through Saturday, exclusive of WTA holidays. Contractor is responsible for verifying delivery hours. If the Contractor arrives outside of the scheduled delivery hours and is unable or denied access to making the delivery, WTA shall incur no expense and the Contractor assumes all liability and responsibility for that attempted delivery.
- 3) All prices are to be quoted F.O.B. Destination delivered to 4111 Bakerview Spur, Bellingham, WA. Delivery will be completed only when products have been placed into the appropriate tanks. Contractor shall pay all shipping and delivery costs.
- 4) To ensure that delivery volumes are accurately calculated, the following applies
 - Dispensing meters are to be certified by the Washington State Department of Weights and Measures and delivery volumes shall not be temperature corrected.
 - Deliverer is to perform and record before and after delivery stick level readings for each delivery.
 - Net Volume at 60 Degrees Fahrenheit: At time of order placement, Contractor will detail the net volume of fuel at 60 degrees Fahrenheit on the invoice.
 - Net Pricing: Net pricing is a temperature correction to 60 degrees. In conformity with the Contract Scope and Modifications section, the parties may agree to either a gross or net pricing structure during the course of the contract.
- 5) WTA may require that transport containers be sealed until the fuel is unloaded. For sealed container deliveries, if there is a significant difference between the metered quantity and the reading obtained by sticking the tank, WTA will pay the metered quantity, provided that WTA's representative verifies that the container was completely emptied.
- 6) Should a WTA representative be unavailable to sign the delivery receipt, stick level readings will serve as proof of delivery. In such cases, the driver is to note on the receipt that "no one available to sign" and sign the receipt themselves. Invoices and payments shall be for net gallons delivered.
- 7) Fuel not meeting the requirements of specifications shall be removed from the tank by the Contractor at the Contractor's expense. At the option of WTA, the fuel may be removed by a private contractor with the expense charged to the Contractor.
- 8) Tanks are to be filled in accordance with industry standard best practices and not overfilled such that tank monitoring equipment malfunctions. WTA may deduct from the Contractor's invoice any costs incurred by WTA for having to reset tank monitoring equipment in the event of a Contractor overfill which causes the equipment to malfunction.

- 9) Contractor shall have full responsibility and control over the transfer of all fuel products from its delivery trucks to WTA's tanks, and shall take all necessary actions, recognize appropriate protocol, and use all available equipment to assure that there will be no release of product during such transfer. At all times, Contractor's employees shall have proper training and equipment to respond immediately to any release of product during such transfer. At a minimum, Contractor shall comply with the following: All fuel transfers are to be attended at all times; Storm drains near above-ground fuel tanks must be covered by Contractor's drivers prior to fuel transfer and uncovered once transfer is complete per WTA's Stormwater Pollution Prevention Plan (available for review upon request); Fuel is to be transferred from the delivery truck via transfer pumps on the truck; Contractor shall use drip pans or equivalent containment measures during all petroleum transfer operations; The tank trucks must be equipped with emergency shut-off controls allowing the operator or driver to immediately shut off power to the pumping system; Each delivery truck will be equipped with spill clean-up supplies; Contractor should recognize that there is no secondary containment system for the transfer areas; and Contractor is responsible for all clean-up of spills occurring during fuel transfer operation ([Section 4.A.7](#)).
- 10) WTA reserves the right to purchase fuel from another supplier should the Contractor fail to meet its delivery requirements. (See Opportunity to Cure #18, [Appendix A](#)) Contractor will be responsible for paying any additional acquisition costs. Habitual late delivery or other non-compliance to the delivery terms shall be grounds for contract termination and recovery of damages.
- 11) WTA reserves the right to purchase fuel from another supplier if WTA concludes in its sole discretion that Contractor will be unable to immediately make an emergency delivery request. (Section 4.A.6)

4.C.6. Responsibilities of the Parties

- 1) Contractor shall:
 - a) Provide and deliver specified fuels, taking all efforts and precautions necessary to prevent fuel contamination, release and spillage.
 - b) Deliver fuel within the mutually agreed upon delivery schedule or, in the case of an emergency within two (2) hours of WTA's request. WTA's normal business hours for receiving deliveries are: Monday to Saturday, 6:00 a.m. to 5:00 p.m. Delivery will be deemed complete when fuel is placed in the holding tank.
 - c) Upon delivery, provide WTA with a certified statement and test report of the sulfur content of each batch of ULSD fuel. Sulfur content must be certified at the point of manufacture.
 - d) Each invoice will be accompanied by the supplier invoice showing the rack price paid the day before fuel was picked up as of 6:00 PM PST. Should WTA be required to obtain a subscription to OPIS or other similar organization, the cost will be billed back to the Contractor each year the subscription is in effect. Should the market become unstable, WTA reserves the right to request price verification more often.
- 2) WTA shall:

- a) Monitor & provide tank level data to the Contractor Monday, Wednesday, and Friday via fax or e-mail. ([Section 4.A](#)).
- b) Notify the Contractor of any unusual increases in fuel demand or any delivery schedule changes

4. C.7. Negligence and Spill Response

- 1) Contractor shall be responsible for any and all damage to WTA property caused by delivery operations resulting from, or contributed to by the actions of the Contractor, its agents, employees or sub-contractors.
- 2) Contractor shall take all measures legally necessary to prevent fuel spills and assumes all liability and responsibility for the handling and transportation of fuel until it has been placed in WTA's storage tank. In the event of a fuel spill, leak, or release, Contractor shall be responsible for the required notifications, containment, clean up, and disposal of the spilled fuel and agrees to take the following actions:
 - a) If warranted, evacuate and warn those persons that may be affected by the spill.
 - b) Immediately contact the appropriate Emergency Response Agencies as required, including, but not limited to the Department of Ecology.
 - c) Notify a WTA Employee of the spill.
 - d) Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules, and standards, including, but not limited to requirements set out under the Washington State Model Toxics Control Act, RCW Chapter 70.105D, and its corresponding administrative regulations.
- 3) Any spills, releases, or damages caused by Contractor shall be remedied at the Contractor's sole expense and to the complete satisfaction of WTA. Should the Contractor fail or refuse to take what WTA concludes is appropriate and timely remedial actions, WTA may undertake such remediation. In such case, Contractor shall reimburse WTA for all costs and expenses incurred for such remediation, including, but not limited to, legal fees, expert fees, testing and monitoring expenses, and fines levied by appropriate agencies of federal or local governments. Contractor's obligations to undertake or pay for all remediation costs and expenses shall is not contingent upon any fault of Contractor, but will be strictly liable, unless such costs and expenses were directly caused by the negligence of WTA.

4.C.8. Worksite Safety

- 1) Contractor agrees to comply with all federal, State and local laws, ordinances, and regulations, as may be amended, regarding the safety of persons or property while performing under the Contract. Authorities having jurisdiction include, but are not limited to:
 - Washington Industry Safety and Health Act of 1973 (WISHA)
 - Federal Occupational Safety and Health Acts of 1970 (OSHA)
 - Washington State Department of Labor & Industries General Safety and Health Standards (WAC 296-24-217)
 - National Fire Protection Association (NFPA) Standards
 - Environmental Protection Agency regulations

In any emergency affecting the safety of persons or property, Contractor personnel shall act upon their own discretion to prevent a threat of injury, damage, or loss.

- 2) Right to Know: Pursuant to WAC 296-62-054, Contractor shall provide WTA with a Safety Data Sheet (SDS) before the first fuel delivery under the Contract which identifies the hazardous substance, lists appropriate hazardous warnings, and provides the name and address of the chemical manufacturer, importer, or other responsible party. This will be a one-time request by WTA to remain on file for the duration of the Contract. A new SDS will be provided by the Contractor if any of the previous mentioned identifiers change. Labor and Industries may levy appropriate fines for non-compliance and agencies may withhold payment pending receipt of a legible copy of the SDS.

4.C.9. Reporting Requirements

WTA may request that the Contractor provide reports of fuel purchases made by WTA during the Contract Term. Within ten (10) business days of a request, Contractor will provide a report in the requested format. The report must be clearly titled (Company name, contact information, dates of report period). Contractor will provide, upon request, information sorted according to WTA's request, which may include: invoice specific detail or summary detail by petroleum product name, the WTA employee placing the order, delivery date, etc.

4.C.10. Invoices

- 1) Invoices and all supporting detailed documentation shall be provided to WTA as soon as possible after each delivery rather than on a monthly basis. Contractor shall be diligent in preparing invoices to avoid delays in payment resulting from incorrect invoices. Contractor shall submit a separate invoice for each fuel delivery and provide sufficient details, including a copy of the supplier invoice showing the Ferndale rack price on the day before fuel was picked up as of 6:00 PM PST. Should WTA be required to obtain a subscription to OPIS or other similar organization, the cost will be billed back to the Contractor each year the subscription is in effect.
- 2) WTA does not accept requests for down payment or partial payment, unless the Contract Documents specifically allows for it. All expenses are payable net thirty (30) days after receipt and acceptance of satisfactory invoice compliance. WTA will negotiate alternate terms for earlier payment provided there is a cash discount.
- 3) All invoices are to be accompanied with the appropriate volume delivery verification documentation including but not limited to a metered delivery ticket, bill of lading as well as a record of before and after delivery stick level readings.

4.D. Card Lock

WTA intends to execute a contract for the provision of fuel from numerous retail, network, or card lock operated fueling stations throughout the Pacific Northwest of Washington State including, but not limited to Whatcom, Skagit, and Snohomish counties. WTA reserves the right to contract with more than one vendor for this type of service.



4.D.1. General Requirements

Contractor shall be responsible for supplying fuel for WTA owned vehicles at various locations throughout the Pacific Northwest.

WTA reserves the right to add diesel, bio-diesel, CNG, or propane fuel to this contract. Should WTA add these fuels at a later time, the agency will negotiate a fair and reasonable price with the vendor.

Contractor shall provide self-service fueling at stations throughout the Pacific Northwest region with 24/7 accessibility for fueling WTA owned vehicles. Contractor shall be an established fuel distributor or a franchise of a card lock fueling network, with the resources necessary to perform all expected requirements of the Contract.

All fueling stations must be card lock operated and produce instant receipts. Contractor will provide:

- 1) **Commercial Fleet Fuel Cards.** At no cost to WTA, cards shall be issued for specified vehicles owned by WTA or in its fleet, for exclusive use by WTA's Vanpool customers and employees conducting official business. Each card must be imprinted with an individual number.
- 2) **Customer Service.** Must be available by phone 24 hours per day, 7 days per week, for assistance with fuel card and site issues.

4.D.2. Reporting Requirements

WTA prefers the ability to self-manage the card system through a website.

Contractor shall provide information and samples about electronic computer and website reports available to WTA. WTA requires the ability obtain information from a website based system.

- 1) **Transaction Reports**

- a) Daily Report

Contractor or the management website must be able to provide a daily report showing all transactions. WTA must be able to identify which user fueled a vehicle and the following information per vehicle:

- Vehicle numbers
- Odometer readings
- Date of transaction
- Time of day
- Fuel amount in gallons
- Price per gallon
- Total dollar amount
- Tax amount by tax type

- b) Monthly Reports

Monthly consumption reports broken down by card number and by vehicle will be required with each invoice. These reports shall show:



- Card number
- Vehicle
- Fuel amount in gallons
- Price per gallon
- Miles per gallon
- Total dollar amount
- Vehicle number

Total lines shall include:

- Monthly and YTD totals for each fuel used in gallons
- Dollars for each vehicle
- Total fuel used line showing gallons and dollars for all fuel used for that vehicle.

A final overall total shall be the bottom line of the report showing YTD total of gallons and dollars for gasoline. If WTA adds diesel or other alternative fuels to its card lock program, these fuels will also require similar reports.

Provide samples of each report with your bid response.

2) **Exception Reports**

In the event of any suspect activity or fraudulent use, Contractor must be able to provide a report that will help WTA identify any attempts being made to fuel outside of the card fueling parameters. WTA should be able to generate a report from a block of time by card number or date.

Part 5 – Protest Procedures

Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with the “Procurement Action”, as defined below. Accordingly, the protest cannot be associated with or challenge the recommendations of WTA staff or any WTA Evaluation Committee. In other words, a protest can be put forth that WTA staff did not follow their own policies or procedures that govern a Procurement Action, and, accordingly, a Proposer was unfairly treated. The protest cannot challenge WTA staff or Evaluation Committee’s recommendation of a potentially successful Proposer.

Procurement Action: meaning specific procurement steps, such as setting the calendar of events, producing the proposal/bid document, advertising the proposal or bid in legal paper of record, maintaining a list of proposal/bid holders, conducting a pre-proposal meeting, responding to all approved equals/clarifications received by the appropriate time and date, addenda issued straightforwardly to all proposal/bid holders, enforcing closing time and date, providing proctoring services to the project manager and evaluation committee, setting criteria weights, conducting interview process with top-scoring proposers and evaluation committee, creating notes to file regarding the proposal/bid process, issuing award/non-award letters, and maintaining a written record of the procurement.

Procedures:

Filing a Protest: An interested party may protest the award of a contract, the proposed award of a contract, or a solicitation for supplies, services, professional services, or construction by WTA. The protest must be submitted in writing to WTA Purchasing, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

All communications with involved parties shall be in writing and open for public inspection.

Time for Filing a Protest: A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 7 days before the due date of the bid or proposal. A protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 3 days after notification to an unsuccessful proposer or bidder that they were not selected.

Notice of Protest: Purchasing shall immediately give notice of a protest to the contractor if a contract has been awarded. If no award has been made, notice will be provided to all interested parties.

Stay of Award: If a protest is filed, the award may be made unless the Finance Director determines in writing that a

- a) Reasonable probability exists that the protest will be sustained
- b) Stay of the award is not contrary to the best interests of WTA



Review of Protests

- a) Review: The Director of Finance shall review and investigate properly filed protests and issue a written decision to the protestor.

Appeal: A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Director of Finance shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than 21 days after receipt.

Part 6 – Contract Details

The contract will be for a five (5) year period.

Invoices are payable net thirty (30) days after receipt and invoice acceptance. WTA will negotiate alternate terms for earlier payment provided there is a cash discount.

6.A. Contract Modifications

- 1) No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Contract shall be effective without prior written consent of WTA's Procurement & Grants Coordinator. Oral changes, amendments or agreements are not permitted and may not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's Procurement & Grants Coordinator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of WTA.
- 2) Either party may initiate a Change Request to the other in writing. After receipt of any written change request, Contractor shall submit a detailed price schedule proposal for the work to be performed, if required, and notification of modifications of other provisions of the Contract which may be required as a result of the change. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" ([Appendix A #20](#)) however, nothing in this clause shall excuse the Contractor from proceeding with the Contract Work as changed.
- 3) WTA reserves the right to add or delete items or locations, as determined to be in its best interest, provided such items or locations are related to those on Contract and will not represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original proposal, and will be evidenced by issuance of a written contract Amendment issued by WTA.
- 4) Any plan or method of work suggested by WTA to Contractor, but not specified or required in writing under the Contract, if adopted or followed by Contractor in whole or part, shall be used at the risk and responsibility of Contractor and WTA shall assume no responsibility therefore.

6.B. Independent Contractor

The Parties agree that an independent contractor relationship will be created by this Contract whereby, in the performance of this Contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor.

6.C. Performance Standards

- 1) The word "service(s)" includes all services performed, workmanship, and materials or products furnished or used in performing services. Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of

goods, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.

- 2) If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the contract requirements, WTA will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any other rights, WTA may require the Contractor to: 1) repair or replace any or all of the damaged goods, or perform the services again in conformity with contract requirements, at Contractor's sole expense; 2) refund WTA the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.
- 3) Contractor shall acknowledge this Opportunity to Cure ([Appendix A #18](#)) within twenty-four (24) hours of receipt and initiate the process to remedy the condition, defect, error, or non-conformity to the satisfaction of the WTA Project Manager, or designee.
- 4) Within seven (7) calendar days of acknowledging said notice, Contractor must provide WTA with a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. This plan will also include measurements to be used in monitoring remedy status. WTA may accept, modify, or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted and returned to the Contractor at Contractor's expense.
- 5) In the case of an emergency where WTA believes delay could cause serious injury, loss or damage, WTA may waive the first written notice and either: 1) direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of WTA employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and WTA may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.
- 6) **Non-Performance Notice:** If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, WTA may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to WTA's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three business (3) days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for WTA contracts may be rejected without consideration. This procedure to remedy defects is not intended to limit or preclude any other remedies available to WTA by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by WTA of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.

- 7) **Third Party Claims:** In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract.

6.D. Enforcement Costs

In the event of litigation between the Parties, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorneys' fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other Alternative Dispute Resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

6.E. Supervision and Coordination

Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by WTA to the representative shall be binding on Contractor.

6.F. Suspension of Contract

WTA may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from WTA.

6.G. Warranties

- 1) All work, services and materials furnished under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any manufacturer's warranty. Contractor shall furnish to WTA any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and services; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.
- 2) Contractor warrants to WTA that it has the right to sell the products delivered and that such products will be of the highest quality; free from liens, infringements and defects, be in conformance with the Contract Documents, and be fit for the known purpose for which they are sold. Contractor will save and hold WTA harmless, defend and indemnify WTA from all loss, damage, and expense due to liens or adverse claims against WTA for all products delivered. All products not so conforming to these standards shall be considered defective. If required by WTA, Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of products.

6.H. Disadvantaged Business Enterprise (DBE) Contracting

- A. WTA participates in the Federal Department of Transportation Disadvantaged Business Enterprise (DBE) program.



- B. While this procurement does not require the use of DBE or Small Business Enterprises (SBE), WTA encourages contractors to utilize them as often as possible or, at a minimum, make a good faith effort to subcontract or purchase goods and equipment from them.
- C. Contractors are also encouraged to receive Federal DBE certification where applicable.

A complete list of certified DBE and SBE's as well as certification information can be found at omwbe.wa.gov.



Part 7 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are. WTA will not execute non-disclosure agreements.

Proposals Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by any bidder labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Contractor of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that bidder may obtain.

The bidder or contractor assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert costs, and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Vendor, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the vendor. Vendor will need to seek judicial approval to prevent such disclosure, at its expense. Vendor, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.



Part 8 – Debarment, Compliance, Conflict of Interest

By submitting a signed bid, bidders are assuring the WTA of the following:

1. Bidders are not on the current list of Federal or Washington State debarment lists
2. Bidders agree to adhere to ADA requirements
3. Bidders will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The contractor, sub-recipient, 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 CFR 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 the recipient deems appropriate.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the bidder or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
5. The bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the bidder assures that it has no direct or indirect financial or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under contract and that it shall not employ any person or agent having such interest.
7. That the bidder assures that the company is fully licensed, bonded, and insured. A copy of the successful proposer's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish proposer responsibility as part of the evaluation process.

Proposer's Initials

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS PART MUST ACCOMPANY THE PROPOSAL

Part 9 – Appendix

Appendix A: General Contract Terms and Conditions

The Contractor agrees by submitting a proposal to WTA that the following general provisions will be included in any final contract between the parties. The Contractor agrees by submitting a proposal to WTA that the following general provisions will be included in any final contract between the parties, unless any term is inconsistent or less restrictive with a provision in the specifications, in which case the specifications shall control.

1. Contract Documents: in order of precedence, include:
 - Invitation to Bid 2015 - 089
 - Scope of Work in [Part 4](#)
 - Issued Addenda (if applicable)
 - Terms and Conditions in Appendix A
 - Contractor Pricing & Response
 - ITB Exhibits & Appendices
 - Executed Contract
 - Purchase Orders
 - Change Orders
2. Contract Representatives:
 - a. WTA's contract administrator: Magan Waltari, maganw@ridewta.com, 360.788.9332
 - b. WTA's project manager: Kim Putich, kimp@ridewta.com, 360.788.9352.
3. Notices: All contract notices and waivers must be in writing. Verbal notices will not be accepted. Notice is considered received within 5 business days after issue.
4. Payments: Invoices are paid thirty (30) days from receipt, and subject to WTA's acceptance of the invoiced work. The WTA will adhere to a previously negotiated payment schedule, including any terms based upon negotiated milestones.
5. Taxes: A Contractor should include applicable Washington State Sales and local tax as a separate line item on the invoice, exclude Federal Excise Tax, and supply exemption certificate when necessary.
6. Guarantee: Contractor guarantees that goods and services will meet all specification requirements. Goods and services provided by Contractor will be warranted for a minimum of one (1) year after final invoice payment unless agreed upon otherwise.
7. Inspection and Acceptance: Services performed and goods provided to WTA will be monitored, inspected, and conditioned upon acceptance by WTA or designee. Acceptance of any portion of the services or goods to be provided does not release the Contractor from liability for faulty workmanship or goods, or failure to comply with all contract terms and conditions. WTA may inspect all goods and services at any time during the contract term. WTA may, in its discretion, reject goods or services not conforming to specifications. Until delivery & acceptance by WTA, risk of loss or damage to goods will be with the Contractor unless the loss or damages is caused by WTA's negligence.
8. Change Orders: WTA's Contract Administrator or designee must approve any change orders in writing. Work performed without WTA's written consent need not be paid for by WTA. WTA reserves the right to add or delete work from this contract, and will make appropriate adjustments to the contract price. Any additions or changes to the scope of work that WTA determines are significant must be submitted to a competitive bidding process outside of this contract.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws and regulations, including the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1970 (WISHA), and the standards and regulations issued. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the Contractor. Any contract financed with FTA assistance must comply with applicable Federal requirements. Any applicable law or regulation change will apply to the project as required.
10. Licenses, Permits, And Taxes: Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to perform the services for or provide the goods to WTA.
11. Civil Rights Requirements and Discrimination: Contractor shall not discriminate on the basis of race, color, national origin, or sex marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification in the performance of this contract, or in any hiring or employment resulting from this contract. Contractor shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, and their regulations. Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.
12. Personal Liability: In no event shall any official, officer, employee, or agent of the WTA be liable or responsible for any term or condition of this contract or statement whether expressed or implied, and Contractor waives any such claim that it may have arising from the Contract.
13. Assignment: This contract may not be assigned by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion.
14. Project Time Limit: All goods and services shall be provided within negotiated time periods. Modifications to any time periods will only be granted by WTA if contractor is delayed by causes outside of its control, such as weather, nature, labor stoppages, ware or similar cause. If Contractor fails to work for more than seven (7) working days as called for under the Contract, and is not excused, WTA may terminate the contract and complete the contract on its own or through another contractor. In such event, Contractor shall be responsible for all expenses reasonably incurred by WTA in completing the work, above and beyond the original contract price, and all legal, or other costs associated with the contract termination.
15. Delays and Extensions of Time: Contractor waives claims for damages for any hindrance or delay in performing under the contract, except those incurred for unreasonable delays caused by WTA. Contractor may be granted equivalent extensions of time under the following circumstances:
 - Contractor shall be granted an extension for a delay caused by any suit or other legal action against WTA, unless the delay exceeds ninety (90) calendar days. In such instance, WTA may, upon written request of the Contractor, either negotiate a contract termination or grant a further extension of time, whichever is in the best interest of WTA.
 - Time lost due to inclement weather which could not have been anticipated by Contractor, but only subject to the approval of the WTA.
 - Time lost due to a strike, fire, flood, a natural disaster, or events which are not the fault of or are beyond the control of the Contractor, but only subject to the approval of WTA.

If WTA later determines that there was an excusable reason for untimely performance, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.



16. Termination for Convenience: WTA may terminate all or part of this contract by providing written notice, when in WTA's best interest. In such case, Contractor shall deliver to WTA any goods completed, and equipment or property of WTA. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods.
17. Termination for Default: If Contractor breaches any term of the contract, WTA may terminate this contract for default by providing written notice to Contractor. Contractor may invoice WTA for services provided prior to termination, or goods accepted by WTA, within thirty (30) days of receiving notice, and shall be entitled to the contract price for such services or accepted goods. In addition to the right to terminate, WTA shall be entitled to seek and recover all available remedies against Contractor and its sureties caused by default.
If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.
18. Opportunity to Cure: Where Contractor has breached this contract, WTA may, in its sole discretion, allow Contractor up to thirty (30) calendar days to cure the breach. In such case, WTA will detail in writing what Contractor must do to remedy the breach. If Contractor does not satisfactorily remedy the breach, WTA may terminate the contract without any further obligation to Contractor.
19. No Waiver of Rights by WTA: WTA's failure to immediately enforce any of its rights shall not be a waiver of its rights to seek enforcement of such right, or to enforce any other rights or remedy under the contract for any other breach by Contractor.
20. Indemnification/Hold Harmless: Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, liability or damages of any kind arising out of (a) Contractor's goods or services provided to WTA; (b) Contractor's actions or business operations; (c) Contractor's actions taken under the Agreement, or for breach of the Agreement; (d) Contractor's alleged infringement of any intellectual property rights; or (e) Contractor's negligence, errors or omissions, misconduct, violation of any law, unpaid wages or services. Contractor will defend itself at its own expense in any lawsuit. Such duties shall apply to any claim covered by the above obligation and brought by an employee of Contractor, and in this limited context, Contractor waives any exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State Industrial Insurance Act, RCW Title 51. Notwithstanding the above, Contractor shall be strictly liable to indemnify, hold harmless and defend WTA from and against any claim, suit, demand, action, remediation expenses, judgment or occurrence arising out of a release of any hazardous substance as that term is defined under the Washington State Model Toxics Control Act, RCW Chapter 70.105D.
21. Applicable Law, Jurisdiction Venue, and Attorneys' Fees: This contract is executed and governed in interpretation and performance by the laws of the State of Washington. Any dispute to interpret or enforce the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this court. In any action to enforce or interpret this contract, the prevailing party shall be entitled to recover, in addition to all other remedies, recovery of its reasonable attorneys' fees incurred.
22. Refusal to Execute Contract: If Contractor refuses to execute the contract, furnish performance specific bond, or provide proof of insurance within fifteen (15) days of contract award, the WTA General Manager may withdraw the award, and award the contract to another bidder or resubmit for bidding.

-
23. Substitute Services & Damage Recovery: If Contractor breaches any portion of the contract, WTA may seek all remedies allowed by law, including to procure substitute services or products elsewhere and recover its damages, attorneys' fees and costs from Contractor.
24. Severability: If any portion of this contract is legally unenforceable or invalid that portion shall be renegotiated. The remaining portions of the contract shall remain in full force and effect.
25. Joint Venture and Partnering: In the event the Contractor is a partnership or joint venture of two or more people or entities, each partner and/or joint venture party shall be jointly and severally liable for all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the contract. Notice given by WTA under this contract given to one partner or joint venture partner shall be deemed notice to all partners and/or joint venture partners.
26. Notice of Breach: Contractor will notify WTA immediately if it/he/she becomes aware of any breach of this contract, or commission of an error or omission. Any work done by Contractor after such discovery will be done at the Contractor's risk and with no obligation by WTA to pay for any services or products provided.
27. Audit, Inspection and Retention of Records: If a Federal contract or if a state grant contract, WTA, or its agents, may inspect and audit all of Contractor's records relating to the contract. Contractor agrees to retain records relating to the contract for three (3) years after final payment.
28. Dispute Resolution: If Contractor has a dispute relating to the contract, Contractor must submit a request for administrative review of the dispute to the WTA Director of Finance or Designee within ten (10) business days after Contractor becomes aware of such dispute. The Director of Finance will provide a written determination within three (3) business days of notification. An appeal of the Directors decision must be made to WTA's General Manager within three (3) working days of receipt of the decision from the Director of Finance. The General Manager will make a written determination to the Contractor that shall be final and conclusive within three (3) business days. Additional appeals will be made at the Contractor's expense in the Superior Court for the State of Washington, Whatcom County. Compliance with this dispute resolution procedure shall be a condition precedent to Contractor's right to commence an action against WTA.
- Pending final decision of any dispute, Contractor shall proceed diligently with the performance of the contract. This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph above; provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
29. Force Majeure: The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, terrorist activities, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. In the event Contractor is unable to meet delivery or performance requirements due to circumstances beyond its reasonable control, Contractor agrees to make such delivery or performance as soon as practicable or shall immediately assist WTA in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.
- a. Notification: If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time

equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

- b. **Rights Reserved:** WTA reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and Contractor shall have no recourse against WTA.

30. **Contractor's Liability and Property Damage Insurance:** Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner¹. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work. Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

a) Coverage will include claims for damages arising from Contractor's performance for:

- Property Damage including Premises and Operations
- Explosions, Collapse and Underground Hazards
- Medical Expenses
- Protective Liability
- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Broad Form Property Damage
- Independent Contractors
- Personal/Advertising Injury
- On Premises Pollution Coverage Extension (ISO CG 2415 Form or equivalent)
- Stop Gap Liability

The Contractor and subcontractors must procure the following minimum insurance:

- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
- Coverage to pay for remediation from the release of any hazardous substance as that term is defined under Washington's Model Toxics Control Act, RCW 79.105D, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
- Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.

¹ RCW 48

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming "WTA Agents & Employee's". Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

Where applicable, Contractor and its subcontractors will take out and maintain during the life of this Contract, Professional Liability Insurance.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

31. Safety Measures: All work under this Contract will be performed in a safe manner. The Contractor and all subcontractors will follow all rules and regulations of the Washington State Department of Labor and Industries, OSHA, WISHA, and all other applicable safety standards. The Contractor will be solely responsible for conditions of the job site, including safety of all persons and property during performance. This requirement will not be limited to normal working hours.
- The Contractor will exercise every precaution at all times for the prevention of accidents and the protection of people and property.
32. Project Time Limit: Contractor agrees to pursue completion of the project at all reasonable times within the agreed timeline. Project delay is allowed only if delayed by inclement weather, or other element of nature preventing work from continuing. Should Contractor fail to proceed with the work for more than seven (7) working days with no notice to WTA, Contractor is considered to have abandoned the project. WTA may elect to terminate the contract and proceed to complete the contract using its own forces or an independent third party. In such event the Contractor will be responsible for all reasonable expenses incurred by WTA to complete the work. The Contractor will also be responsible for all legal, engineering or other costs caused by their abandonment, failure or refusal to complete the project within the time provided.
33. Compliance with State, Local, and Federal Rules and Regulations: Contractor will ensure they are properly licensed and have all necessary operating permits and business registrations, and pay all fees and taxes according to local ordinances, state law, and Federal law. Contractor shall provide documents confirming that it has obtained any local business registrations that may be required upon request by WTA.

Part 10 – Exhibits

Exhibit A: Proposer's Checklist

By submitting a Bid in response to this solicitation, bidders agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for bidders who are not completely familiar with the scope or contract requirements.

The following information, forms and documents contained in this solicitation shall be completed and submitted as part of the bid. Failure to include any of requested information and properly completed forms will be cause for immediate rejection of the bid.

The below list does not relieve the Bidder from the responsibility of becoming familiar with all aspects of the bid documents and proper completion and submission of the bid.

- ☐ Bid Confirmation & Cover Sheet (Exhibit B)
- ☐ Bidder Information & References (Exhibit C)
- ☐ Debarment, Compliance, Conflict of Interest (Part 8)
- ☐ Price Sheet (Exhibit D)
- ☐ Request for Exceptions – where applicable (Exhibit F)
- ☐ Fuel System Summary (Exhibit E) –if applicable. **This narrative must not be more than 2 pages, single spaced, single column, and no smaller than 10 pt. font size.**
- ☐ Samples of electronic computer and website reports for Card Lock – if applicable.
- ☐ Letter of support from the refiner or basic supplier acknowledging their supply and service supports.

Bidders are advised that the following will be incorporated into the final contract:

- Invitation to Bid 2016-089
- Scope of Work in [Part 4](#)
- Issued Addenda (if applicable)
- Terms and Conditions in Appendix A
- Contractor Pricing & Response
- ITB Exhibits & Appendices
- Executed Contract
- Purchase Orders
- Change Orders

Submitting a bid in response to this solicitation is conclusive evidence that the

- Bidder(s) agrees to be bound by all legal requirements and contract terms and conditions provided unless previously negotiated.
- Bidder(s) has thoroughly examined and understands all requirements of the ENTIRE solicitation package, including any Addenda issued, and the work required to complete the Contract, and has made allowances in preparing figures to provide the required services.



Exhibit B: Bid Confirmation & Cover Sheet

This form must be filled out COMPLETELY. Any part left blank will be cause for bid rejection.

Proposers Business Name:		
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation ____) <input type="checkbox"/> Other		
Physical Business Address (Must NOT be a PO Box)		
City	State	Zip Code
Business Telephone #	Business Fax #	Business Email
Business License # & Issuing State	EIN#	
Receipt is hereby acknowledged of Addenda No(s): ____ _		
NOTE: Failure to acknowledge receipt of addenda will be considered non-responsive to the proposal		

"I declare under penalty of perjury under the laws of the State of Washington that the proposal submitted is genuine. This proposal is not fake or made on behalf of any person who has an interest in the award. No other proposer has been solicited to put a false bid, adjust their price lists, or coerced any other company to refrain from proposing. I guarantee that my firm has not attempted to secure an advantage over any other proposer through collusion. All statements and information contained in the submitted proposal are true, correct, and based on the requested scope of work. All employees and agents of the proposer are skilled and experienced in the work proposed. In the event that the Project or any aspect of the project is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost.

My signature below assures WTA that the firm understands, acknowledges, and will comply with all requirements of this solicitation and subsequent contract."

<u>Signature</u>	<u>Date</u>
<u>Print Name & Title</u>	<i>The individual named herein is duly authorized to obligate the firm to a contract.</i>

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY BID



Exhibit C: Vendor Information & References

This form must be filled out COMPLETELY. Any part left blank will be cause for bid rejection.

BUSINESS NAME	
PRIMARY CONTACT <ul style="list-style-type: none">• Name• Address• Title• Phone• Email	
YEARS IN INDUSTRY	
ANNUAL REVENUES*	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 – 2 million <input type="checkbox"/> \$2 – 5 million <input type="checkbox"/> \$5 – 10 million <input type="checkbox"/> More than \$10 million
DBE <input type="checkbox"/> Yes <input type="checkbox"/> No DBE Registration# _____	SBA <input type="checkbox"/> Yes <input type="checkbox"/> No SBA Registration# _____
STAFF SIZE List staff numbers & positions who will be assigned to this contract	
CUSTOMER LIST (3-5 additional customers besides references)	
NAICS CLASSIFICATION NUMBER(S) (www.naics.org)	

* WTA reserves the right to request financial statements from proposers to demonstrate financial responsibility. Failure to provide requested documentation will result in the proposal being rejected as non-responsive and not responsible.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY BID



Please list a total of 3 RECENT customers for whom you have performed service similar to what the WTA is seeking in this ITB. This is required to be considered responsive. Failure to provide references with accurate information will render the bid non-responsive.

Please provide the following:

- Name
- Address
- Contact Name, Phone number, Email address
- Length of service
- Contract Value

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS INFORMATION MUST ACCOMPANY BID



Exhibit D: Price Sheets

REGULAR UNLEADED GASOLINE – Clear (undyed), minimum Octane 87

Bidder **is / is not** bidding on this part of the scope.

Bulk Gasoline and Diesel will be awarded to one vendor due to space limitations at the fuel dock.

*Failure to attach rack price report will render the bid non-responsive and be cause for rejection.

All prices excluding tax except as below. Taxes will be added after award.

Rack City: FERNDALE

Taxes and other fees to be charged under this contract shall be itemized on the bid form and all invoices and will not be components of the Fixed Markup.

CHARGE	PRICE (per gallon)
FERNDALE RACK PRICE (as of February 16 6:00 PM PST)	\$
FIXED MARK UP/FIXED MARGIN	\$
~TAXES~	
Federal Leaking Underground Storage Tank (LUST)	\$
Federal Spill Fund	\$
WA State Motor Vehicle Fuel Tax	\$
Petroleum Production Tax	\$
WA State Hazardous Substance Tax	\$
~ADDITIONAL FEES~	
	\$
	\$
	\$
	\$

X 145,000 est. gallons = \$ _____ estimated total cost of unleaded gasoline (annual usage)

Tanks are (one) 12,000 gallon above ground tank

Product is: ☐ Branded _____
☐ Unbranded _____

WTA does not guarantee any specific minimum or maximum amount of fuel to be delivered under the Contract. Quantities are estimates only and are not be construed as firm or a guaranteed purchasing obligation.

*Failure to attach rack price report will render the bid non-responsive and be cause for rejection.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY BID



ULTRA LOW SULFUR DIESEL_- Clear (undyed), Maximum sulfur content of 15 PPM

Bidder **is / is not** bidding on this part of the scope.

Bulk Gasoline and Diesel will be awarded to one vendor due to space limitations at the fuel dock.

*Failure to attach rack price report will render the bid non-responsive and be cause for rejection.

All prices excluding tax except as below. Taxes will be added after award.

Rack City: FERNDALÉ

Taxes and other fees to be charged under this contract shall be itemized on the bid form and all invoices and will not be components of the Fixed Markup.

CHARGE	PRICE (per gallon)
FERNDALÉ RACK PRICE (as of February 16, 6:00 PM PST)	\$
FIXED MARK UP/FIXED MARGIN	\$
~TAXES~	
Federal Leaking Underground Storage Tank (LUST)	\$
Federal Spill Fund	\$
WA State Special Fuel Tax	\$
Petroleum Production Tax	\$
WA State Hazardous Substance Tax	\$
~ADDITIONAL FEES~	
	\$
	\$
	\$
	\$

X 400,000 est. gallons = \$ _____ estimated total cost of diesel (annual usage)

Tanks are (2) 12,000 gallon above ground manifold tanks

Product is: ☐ Branded _____
☐ Unbranded _____

WTA does not guarantee any specific minimum or maximum amount of fuel to be delivered under the Contract. Quantities are estimates only and are not be construed as firm or a guaranteed purchasing obligation.

*Failure to attach rack price report will render the bid non-responsive and be cause for rejection.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY BID



FLEET CARD LOCK

Bidder **is** / **is not** bidding on this part of the scope
(circle one)

*Failure to attach rack price report will render the bid non-responsive and be cause for rejection.

All prices excluding tax except as below. Taxes will be added after award.

CHARGE	PRICE
FIXED MARK UP	\$
~ADDITIONAL FEES~	
Replacement Card Cost	\$
	\$
	\$
	\$

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS FORM MUST ACCOMPANY BID



Exhibit E: Fuel system summary

Provide a summary below of your proposed fuel system, (attach a separate sheet if necessary). Summary is to include safety procedures, equipment, available delivery schedule with minimum and maximum amounts of fuel able to be delivered on a given day. **This narrative must not be more than 2 pages, single spaced, single column, and no smaller than 10 pt. font size.**

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

THIS INFORMATION MUST ACCOMPANY BID



Exhibit F: Request for Clarifications or Alternates

Bidder's offers of substitution shall be made in writing to the Procurement & Grants Coordinator and include sufficient data to assess the acceptability of the contract term, service, material or equipment for the particular application and requirements. The bidder must provide a detailed cost comparison between what is requested in this ITB and what is being proposed as an alternate solution. This request must also include demonstrate adequate and equivalent performance and durability of what is specified. The burden of proof of the merit of the proposed substitute is upon the bidder.

Please submit one form per request.

Project Title: Ultra-Low Sulphur Diesel Fuel, Unleaded Gasoline, Card Lock Service, and Related Products & Services

Project #: 2016 - 089

Company Name: _____ Date: _____

Document Reference (Check one)

- ☐ General Requirements
- ☐ Specifications
- ☐ Contract

Section Title: _____

Section Page # _____ Section #: _____

Proposer's Request:

WTA Response: Approved: _____ Denied: _____

WTA Comments:

WTA Procurement & Grants Coordinator

Date