

The Central Contra Costa Transit Authority invites your bids for:

FURNISHING AND DELIVERING CARB ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL AND/OR UNLEADED GASOLINES

The Central Contra Costa Transit Authority (CCCTA) invites bids from qualified suppliers or manufacturers for the purchase and delivery of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines to the Central Contra Costa Transit Authority (CCCTA), Regional Transit Coordinating Council member agencies and other local government agencies. This is a consortium acquisition among several transit properties and local governmental subdivisions with CCCTA acting as the lead agency. This Invitation will result in multiple awards.

Date: January 29, 2012

Contract Number: 2012-MA-01-RTCC

All Questions, Answers to Questions, and Addendums relating to this Invitation For Bid will be posted at www.cccta.org and it is the responsibility of the bidders to monitor postings.

Invitation For Bids Deadline: Bids must be received in the CCCTA Maintenance Department by 2:00 p.m., March 16, 2012. Bidders shall submit one (1) original and two (2) copies of the bid. Bids must be in a sealed envelope with the proposal number and closing date marked on the outside and addressed to:

Central Contra Costa Transit Authority
Maintenance Department
2477 Arnold Industrial Way
Concord, CA 94520
Attn: Scott Mitchell, Director
CCCTA Maintenance Department

BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.

Instructions to Bidders and General Conditions, Special Provisions, Technical Specifications, Bid Forms, Sample CCCTA Contract are enclosed. Please read carefully and follow the instructions.

NOTICE INVITING SEALED BIDS

Central Contra Costa Transit Authority
on behalf of the
Regional Transit Coordinating Council and other
Local Governmental Subdivisions

for

**FURNISHING AND DELIVERING CARB ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL
AND/OR
UNLEADED GASOLINES**

FOR

THE REGIONAL TRANSIT COORDINATING COUNCIL AND OTHER SPECIFIED AGENCIES

2012-MA-01-RTCC

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the Central Contra Costa Transit Authority (CCCTA) at 2477 Arnold Industrial Way, Concord, CA 94520, until 2:00 PM, March 16, 2012, for Furnishing and Delivering CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines for the Regional Transit Coordinating Council (RTCC) and other specified agencies in accordance with requirements of the Contract Documents.

Bids shall be submitted on the "Bid Forms" attached to the specifications and plainly marked with the Bidder's Name and the procurement number. Bidders shall submit one (1) original and two (2) copies of the bid.

Bids will be examined and reported to each Participating agency within sixty (60) days after the bid opening. A Pre-Bid Conference will be held at 10:30 AM on February 14, 2012 in the Board Room of the CCCTA at 2477 Arnold Industrial Way, Concord, CA 94520.

Each agency reserves the right to reject any and all bids or to waive any irregularity or informalities in any bid or in the solicitation procedure. No bidder may withdraw its bid for a period of sixty (60) days after the bids are opened. The Bidder for Sam Trans and JPB must wait 120 days not 60 days to withdraw the bid. Each bidder will be notified of award.

It is the policy of CCCTA to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts. It is the intention of CCCTA to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for CCCTA contracts and subcontracts. For DBE assistance, contact Janet Madrigal, Civil Rights Administrator, at 925/680-2044. In connection with the performance of this Contract, full compliance with all applicable Safety and Health Standards, and with all applicable laws and regulations concerning Equal Employment Opportunity and Disadvantaged Business Enterprises will be required. The successful bidder will cooperate with each Agency in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and will use its best efforts to ensure that such business enterprises shall have the maximum opportunity to compete for subcontract work, if any, under this Contract.

Attention is directed to the General Conditions, Special Provisions and Technical Specifications appearing with the Bid Documents for complete details and bid requirements. These documents, including bid forms, bonds, and this Notice shall be considered as part of any Contract made pursuant to this solicitation. Copies of the Bid Documents may be obtained on-line at www.cccta.org or the CCCTA Maintenance Office, 2477 Arnold Industrial Way, Concord, CA 94520.

January 29, 2012

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CENTRAL CONTRA COSTA TRANSIT AUTHORITY
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

The Instructions to Bidders and General Conditions apply to all bidding, except insofar as they may be modified by the Special Provisions, Technical Specifications or Bid Forms.

1. DEFINITION OF TERMS

Whenever in the bid or Contract Documents the following terms or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

"Regional Transit Coordinating Council", "Council" or "RTCC" means the organization developed by the Metropolitan Transportation Commission for the furtherance of coordination between the various transit agencies in the San Francisco Bay Area. The RTCC is comprised of: Alameda-Contra Costa Transit District (AC Transit), Bay Area Rapid Transit District (BART), Central Contra Costa Transit Authority (CCCTA), Eastern Contra Costa Transit Authority (ECCTA or Tri-Delta), San Francisco Municipal Railway (MUNI), Golden Gate Transit (GGT), Monterey-Salinas Transit (MST), Peninsula Corridor Joint Powers Board (JPB) San Mateo County Transit District (SamTrans), Santa Clara Valley Transportation Authority (VTA), Santa Cruz Metropolitan Transit District (SCMTD), Vallejo Transit, City of Fairfield, City of Davis and San Joaquin Transit RTD.

"Central Contra Costa Transit Authority", "Authority", "County Connection" or "CCCTA" means the Central Contra Costa Transit Authority.

"Board", "Directors" or "Board of Directors" means Central Contra Costa Transit Authority Board of Directors.

"General Manager" means the General Manager of the Central Contra Costa Transit Authority or his properly authorized representative or agent.

"Contractor" or "Vendor" means the successful bidder to whom a contract is awarded.

"Buses" and "Coaches" are synonymous.

"Written Order" means a written order signed by the General Manager, or his properly authorized representative or agent, mailed to the Contractor at the address designated in its bid or to such other address as it may designate in writing as its official place of business.

"Bid Documents", "Bid Forms", "Contract Documents" and cognate terms mean the Notice, Instructions to Bidders and General Conditions, Technical Specifications and Specific Conditions, Bid Form, and Addenda, if any, Notice of Award and Contract.

"Notice" means the notice published requesting bids.

"Days" means calendar days unless otherwise specified.

2. CANVASS OF BID

The Authority reserves the right to postpone bid openings for its own convenience. At the hour specified in the Notice to Bidders, or by the Authority upon postponement of the time originally set for bid opening, the Authority, in open session, will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids.

3. **BID FORM AND SIGNATURE**

The bid shall be made on the form provided therefor and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole owner, it shall be signed with his/her full name and his/her address shall be given. If the bid is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given. If the bidder is a corporation, the bid form shall be signed by one corporate officer from each of the following groups consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written bid forms on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the bid, or it is executed by a person other than an officer, or by only one officer, there must be attached to the bid form a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the bid is made by a joint venture, it shall be signed on behalf of each Participating company by officers or other individuals who have full and proper authority to do so. Bids submitted in any other form will be considered nonresponsive and **will** be rejected.

4. **CONDITIONED BID**

Unauthorized conditions, limitations or provisos attached to a bid will render the bid nonresponsive and may cause its rejection. Modifications or clarifications to a previously submitted bid may be transmitted by email to finn@cccta.org prior to the bid opening date and time, provided it is followed by an executed original of the documents(s) by U.S. mail, courier or other hard copy delivery means within five (5) working days from the date of receipt of the email.

5. **BID**

Blank spaces in the bid shall be properly filled. The phraseology of the bid must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the bidder. If the unit price and the total amount named by a bidder for any item do not agree, the unit price alone will be considered as representing the bidder's intention. Bids must be submitted on the forms provided. Bids submitted in any other form will be considered nonresponsive and may be rejected in the Authority's sole discretion.

6. **SUBMISSION OF BID**

Prior to the hour specified in the notice inviting sealed bids, one (1) original and two (2) copies of the bidder's bid shall be delivered to the Director of Maintenance at the address shown in the Notice to Bidders. All bids shall be in a sealed envelope properly endorsed as to "Fuel Bid", Bid number, and opening date. Bids received after said time or at any place other than the time and place stated in the notice will not be considered.

7. **WITHDRAWAL OF BID**

A bidder may withdraw its bid before the expiration of the time during which bids may be submitted, without prejudice to itself, by submitting a written request for its withdrawal to the Director of Maintenance.

8. **FIRM BID**

All bids shall remain in effect for sixty (60) days from the bid opening. All bids for SamTrans and the JPB shall remain in effect for (120) calendar days.

9. **TAXES**

The supplies, materials or equipment called for under the specifications will be used by the Authority in the performance of a governmental function and are exempt from taxation by the United States Government. The Authority will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. The Participating agencies are exempt from the Federal Excise Tax or Superfund Surcharge but are responsible for the California Oil Spill Surcharge and California Sales Tax charges. However, for the purposes of this IFB, do not include any applicable taxes or surcharges, only include the OPIS Pad average weekly price for the specified OPIS area and your proposed add/deduct costs for a total charge per gallon before taxes. Contractor(s) will add applicable taxes and surcharges at the time of invoicing.

10. **EXPERIENCE AND QUALIFICATIONS, STATEMENT OF**

The bidder may be required, upon request of the General Manager, to prove to the General Manager's satisfaction that the bidder has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.

11. **ALTERNATIVE BID**

Submission of an alternative bid or bids, except as specifically called for in the specifications or bid form, will render the bid non-responsive and will cause its rejection.

12. **DEBARRED BIDDERS**

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Authority whether or not it is, or has been, on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform the Authority.

13. **NON-COLLUSIVE CERTIFICATION**

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

14. **COLLUSION, PENALTY FOR**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other parties, then the contract so awarded shall be null and void; and the Contractor and its bondsmen (if any) shall be liable to the Authority for all loss or damage which the Authority may suffer thereby; and the Board of Directors may advertise for a new contract for said labor, supplies, materials or equipment.

15. **CONFLICT OF INTEREST**

No employee, officer, or agent of CCCTA shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of his immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above; has a financial or other interest in the firm selected for award.

CCCTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. **INTEREST, PROHIBITED**

Contractor represents that to the best of its knowledge, no Board Member, officer, or employee of the CCCTA has any interest, contractual or noncontractual, financial or otherwise, in this transaction or in the business of Contractor. If any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to the CCCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California. No member, officer, or employee of the CCCTA or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

17. **CASH DISCOUNT**

Bidder must state any cash discounts offered on Bid Form. The cash discount will not be considered in determining the lowest responsible and responsive bidder.

18. **BIDDER'S SECURITY**

No Bidder's Security shall be required in this procurement.

19. **BRAND NAMES**

To establish a basis for quality, certain materials, processes, types of machinery and equipment, or kinds of materials may be specified in the Bid Documents, either by description of process or by designating a manufacturer by name and referring to its brand or product designation, or by specifying a kind of material. Wherever such names appear, the term "or approved equal" is considered to follow. It is not the intent of these Bid Documents to exclude other processes, equipment or materials of equal value, utility or merit provided they are approved, in writing, by the Authority.

Specifying a brand name, materials, components or equipment in the specifications shall not relieve the bidder from its responsibility to produce the product in accordance with the contractual requirements. The bidder is responsible for notifying the Authority of any inappropriate brand names, materials, components or equipment that may be called for in the specifications and to propose a suitable substitute. Nothing in this section shall limit or restrict the provisions regarding the warranty of fitness set forth in the Contract Documents.

20. **SPECIFICATIONS**

Bidders may submit written questions regarding the specifications to the Director of Maintenance. Changes to the specifications will be made only by written addendum executed by the Director of Maintenance. Bidders cannot rely on any representations made that are inconsistent with the bid specifications or written addendum.

No advantage shall be taken by the manufacturer in the omission of any parts or details which go to make the services, materials, supplies and/or equipment to be procured complete and ready for

service, even though such parts or details are not mentioned in the specifications. All units for parts not herein specified shall be the manufacturer's standard units.

21. **INSPECTION BY BIDDER AND WAIVER**

The bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Bid Documents; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Bid Documents. The bidder waives any claim for the return of its bid deposit if on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.

22. **REJECTION OF BID**

The Authority may reject any and all bids and will reject a bid of any party who has been delinquent or unfaithful in any former contract with the Authority. The right is reserved to reject any or all bids, and to waive technical defects, as the interests of the Authority may require. The Authority may reject bids from bidders who cannot satisfactorily prove the experience and qualifications outlined in Paragraph 10 of these Instructions to Bidders and General Conditions.

23. **TIME FOR EXECUTION OF CONTRACT AND FILING INSURANCE CERTIFICATES**

The bidder to whom award is made shall execute a written Contract with the Authority, on the form of Contract of the Authority, within fifteen (15) days of receipt of said Contract. The bidder shall also provide all required insurance certificates within fifteen (15) days of receipt of the Notice of Award from CCCTA. If the bidder to whom award is made fails to enter into the Contract as herein provided, the award will be annulled, and an award may, in the discretion of the Board, be made to the bidder whose bid is next most acceptable in the opinion of the Board of Directors of the Authority; and such bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

Special Note for Awards by Participating Agencies:

In the case for each Participating Agency, many of the agencies have existing contracts in place, which must be run out to full term or contract termination clauses exercised. Due to these pre-existing conditions, not all agencies will execute contracts with their successful low bidder in the time frame specified in the preceding paragraph. Each agency will inform their respective low bidder of the expected execution date for entering into a contract based upon this solicitation.

24. **EXECUTION OF CONTRACT, MANNER OF**

If the Contractor is an individual, the Contract shall be executed by him/her personally. If the Contractor is a partnership, it is desirable that the Contract be executed by all of the partners, but it must be executed by at least one of them. If the contractor is a corporation, the contract shall be signed by two corporate officers consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the contract, or it is executed by a person other than an officer, or by only one officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each Participating firm by officers or other individuals who have the full and proper authorization so to do. "SamTrans and the JPB will each issue its own contract; SamTrans and the JPB will issue either two contracts to the same contractor or one each to two different contractors. If the same contractor submits the lowest, responsive and responsible bid for each agency then

that sole contractor will be issued one contract by each agency (one contract for SamTrans and one contract for the JPB."

25. **FAITHFUL PERFORMANCE BOND**

No Faithful Performance Bond shall be required in this procurement.

26. **SURETIES, ADDITIONAL**

If at any time during the continuance of the Contract, the sureties, or any one of them shall, in the opinion of the Authority become irresponsible, the Authority shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of the Authority within ten (10) days after notice.

27. **CHANGES OF CONTRACT - BY CONTRACTOR**

If the Contractor, on account of conditions developing during the performance of the Contract, finds it impracticable to comply strictly with the specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to the Authority. If authorized changes to the Contract will result in additional costs to the Contractor, then the Authority shall compensate Contractor accordingly. Likewise, if the changes in the Contract result in a cost reduction to the Contractor, then the Authority shall be likewise compensated by Contractor.

28. **CHANGES OF CONTRACT - BY AUTHORITY**

In case any work, materials or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the General Manager, do and perform such work and furnish such materials or equipment. If changes to the Contract will result in additional costs to the Contractor, then the Authority shall compensate Contractor accordingly. Likewise, if the authorized changes in the Contract result in a cost reduction to the Contractor, then the Authority shall be likewise compensated by Contractor.

29. **PATENTS, INFRINGEMENT OF**

The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the CCCTA, its Directors, members, agents, officers or employees, and pay any award of damages assessed against any or all of them in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article, or process used in the manufacture thereof, constitutes an infringement of any patent enforceable in the United States; provided, the Authority gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.

30. **DOCUMENTS INCORPORATED AS PART OF CONTRACT**

The Notice and Invitation to Bidders, Instructions to Bidders and General Conditions, Bid Form, Technical Specifications, Special Provisions and Addenda, if any, will be incorporated as part of the Contract.

31. **FINANCIAL ASSISTANCE, STATEMENT OF**

These contracts may be funded through financial assistance contracts between the Agencies and the Metropolitan Transportation Commission or other governmental funding sources and may be

subject to the laws and regulations governing use of such funds. Contractor shall familiarize itself with such laws and regulations and comply therewith.

32. **DELIVERY**

Unless otherwise stated in the Contract Documents, bidder shall include freight and delivery charges in the bid price. Deliveries shall be to the locations and during the receiving times indicated for each Participating agency as described in the Special Provisions.

33. **TIME, EXTENSIONS OF**

Granting of or acceptance of extensions of time to complete the performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of the Contract.

34. **TERMINATION**

Each Agency may terminate its Contract at any time by giving the Contractor thirty (30) calendar days written notice. Notice of termination shall be by certified mail. Upon termination, the terminating Agency shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by the Agency to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from the Agency cure such breach or violation, the Agency may immediately terminate its portion of the Contract and shall pay the Contractor only its allowable costs to date of termination. The Agencies will not be responsible for any costs that may be incurred by the Contractor after written notice of an Agency's decision not to exercise the options to extend the Contract term. Each Agency will incorporate its unique Termination Procedures in the individual contracts between each agency and their successful bidder.

The CCCTA Termination Procedures are as follows:

A. The Authority may, subject to the following provisions, by ten calendar (10) days written notice of default to Contractor, terminate the whole or any portion of this Contract in any one of the following circumstances:

1. If Contractor fails to deliver and/or install materials and equipment or to perform services as provided for herein within the time specified herein or any extension thereof; or

2. If Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract, in accordance with its terms and, in either of these two (2) circumstances, does not rectify such failure within a period of ten (10) calendar days (or such other period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failures.

B. The Authority may also terminate the Contract at any time by giving the Contractor thirty (30) days notice thereof.

C. Notice of termination shall be given by certified mail or personal service to the Contractor at the address specified in the Contract Documents as amended in writing.

D. If the Authority terminates the Contract in whole or in part, as provided in (A) above, the Authority may procure materials and equipment and contract for services similar to those so terminated; and Contractor shall be liable to the Authority for any excess costs for such similar materials and equipment and services.

E. Upon termination, Contractor shall submit a written closing statement to CCCTA to specify the costs of materials and equipment delivered to CCCTA and installed, and the costs of services actually performed to the date of termination for which Contractor has not been previously paid.

CCCTA may deduct any excess costs incurred under (D) above, and any liquidated damages under Paragraph 21 of the Special Provisions, from the amount set forth in Contractor's closing statement. Upon payment of the amount found due, the CCCTA shall be under no further obligation, financial or otherwise to Contractor except, and only to the extent of, any obligations imposed by Contractor's continued performance under (F) below.

F. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.

G. Contractor shall not be liable for excess costs if acceptable evidence has been submitted to the Authority that failure to perform the Contract giving rise to such costs was due to causes beyond the control and without the fault or negligence of the Contractor.

35. **LIQUIDATED DAMAGES**

In the event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the Contract Documents, or beyond authorized extensions thereof, damage will be sustained by the affected agency. The Liquidated Damages shall be as set forth in the Special Provisions.

36. **DEFECTIVE OR DAMAGED WORK**

All materials, parts and equipment furnished by the Contractor shall be new, high grade and free from defects. The Contractor shall establish and maintain quality assurance policies and procedures to insure compliance with the specifications. The Contractor shall extend to the Agencies full access to its manufacturing facilities during normal working hours so that the Agencies can inspect and monitor the Contractor's compliance with its established quality assurance procedures and the Specifications.

If the Contractor delivers inferior products to an agency storage tank, Contractor shall be responsible for the removal of all contaminated product, cleaning of the agency's storage tank(s) and any contaminated agency delivery and dispensing piping and replacement of all contaminated fuel with acceptable product. This shall include the removal, cleaning and replacement of contaminated product delivered to the fuel tanks of agency vehicles. In the event the contaminated product was responsible for damage to the engine of a vehicle operated with contaminated product, the Contractor shall be responsible for repairs to the parts of the vehicle engine damaged by the contaminated product. Any material, equipment or supplies found to be damaged or defective at the time of delivery or installation shall be repaired, replaced or corrected by the Contractor without additional cost to the Agency.

If the Contractor shall fail to comply promptly with any order of the affected Agency's General Manager to repair, replace or correct damaged or defective work, then the affected Agency's General Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due the Contractor.

Nothing in this section shall limit or restrict the provisions of the Warranty of Fitness as set forth in these Instructions to Bidders and General Conditions.

37. **LAWS AND REGULATIONS, COMPLIANCE WITH**

All materials and supplies furnished pursuant to these specifications shall comply with the laws and regulations of the State of California and the United States of America. Contractor shall, if requested by the Authority, supply certification and evidence of such compliance.

38. **WARRANTY OF TITLE**

Contractor warrants to the Authority, its successors and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to the Authority or to its successors or assigns, is free from all liens and encumbrances.

39. **WARRANTY OF FITNESS**

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

40. **WARRANTY OF MERCHANTABILITY**

Contractor warrants that the goods are merchantable in accordance with Section 2314 of the Commercial Code of the State of California.

In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, the Authority does not waive any warranty, either express or implied, in Sections 2312 to 2315, inclusive, of the Commercial Code of the State of California or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

41. **WARRANTY OF PRODUCT**

The Contractor warrants that all fuels provided under this Contract are free from defects in design, material and workmanship. The Contractor shall replace, at no additional cost to the Authority, any fuel found to be defective during the course of this Contract.

42. **CONTRACTOR'S INDEMNITY**

The Contractor shall indemnify, keep and save harmless the Authority and each Agency, and their directors, members, agents, officers, and employees against all suits or claims that may be based on injury to persons or property resulting from the course of the performance of this contract by the Contractor; and the Contractor shall, at its own expense, defend such actions and shall pay all reasonable attorneys fees and costs incurred in connection therewith, and if any judgment shall be rendered against the Authority or any Agency in any such action, the Contractor shall, at its own expense, satisfy and discharge the same; however, the Contractor shall not be held responsible for loss, damage, liability, injury or death occasioned by the active negligent act(s) or willful misconduct of the transit authority, its agents or employees.

43. **RISK OF LOSS**

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

44. **SUBCONTRACTS**

Contractor shall not subcontract all or any portion of its services under this agreement without the prior written approval of the CCCTA General Manager, and any attempt thereat shall be void and unenforceable. In the event the Contractor enters into one or more subcontracts pursuant to this paragraph, it is understood and agreed that the Participating subcontractors shall be solely and directly responsible to Contractor and that the CCCTA shall have no obligation to them.

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of the Agency General Manager.

45. **RECORDS**

Contractor shall maintain full and adequate books, records and accounts to show the actual time devoted and costs incurred by it with respect to performance of services under this Contract; provided that said books, records and accounts shall be kept in accordance with generally accepted accounting principles.

46. **AUDIT**

Contractor shall permit the CCCTA and its authorized representatives and regional, state, and Federal grantors and their authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this agreement and shall provide such assistance as may be reasonably required in the course of such inspection. CCCTA further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract or after all other pending matters concerning this Contract, if any, are closed, whichever occurs later.

47. **WAIVER OF CONDITIONS**

The waiver of any provision, term or condition in these Contract Documents by the Authority on any particular occasion shall not constitute a general waiver of provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

48. **LABOR PROVISIONS**

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week, whichever is greater.

B. Violation, Liability for Unpaid Wages, Liquidated Damages.

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and said subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C. Withholding for Unpaid Wages and Liquidated Damages.

The FTA or CCCTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D. Non-Construction Grants.

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

E. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (A) through (D) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (A) through (D) of this paragraph.

49. **EVALUATION AND AWARD**

Evaluation

Each Participating Agency will make individual evaluations and awards to the lowest responsive and responsible bidder for the sale and delivery of the specified products to that Agency set forth in the relevant Bid Form based upon a comparison of the Grand Total Bid Price.

Also, SamTrans and the JPB will each issue its own contract. SamTrans and the JPB will issue either two contracts to the same contractor (one for each Agency) or one each to two different contractors. If the same contractor submits the lowest, responsive and responsible bid for each agency then that contractor will be issued one contract by each agency (one contract for SamTrans and one contract for the JPB).

Award of Contract

The CCCTA Board of Directors will make its award or rejection within sixty (60) calendar days after submission of the bids and will transmit Contract Documents within a reasonable time thereafter, including:

1. A copy of the resolution passed by the Authority authorizing the award of the contract.
2. A letter from the General Manager to the effect that Authority funds are available and have been earmarked for this contract.
3. An executable Contract to Furnish and Deliver CARB Ultra-Low Sulfur Diesel Fuel.

50. **BID PROTEST**

It is the policy of Authority to consider fully and adjudicate promptly protests filed by prospective proposers relating to Authority's evaluation procedure, contract specifications or award of contract. Protests shall be processed in accordance with the provisions of this section. A Bidder's failure to follow these proposal protest procedures may result in rejection of the protest by Authority. Sam Trans and the JPB each will make their respective award or rejection within one hundred twenty (120) calendar days after opening of bids.

No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to Authority's untimely handling of the protest submission. In no event will Authority consider protests filed after contract award due to the neglect of the protestor. Failure to comply with the time periods for filing protests as set forth herein shall be a basis for rejection of the protest.

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure, which are apparent or reasonably should have been discovered by the Bidder prior to the advertised bid due date shall be filed in writing to the Director of Administration not later than five (5) calendar days prior to the bid due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised, Authority will not consider such new grounds or evidence in the determination on the protest. Staff shall respond to the protest with a written determination prior to the bid due date. Where the determination could affect bids, an appropriate extension of the bid due date may be granted.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to advertised due date or such as disputes over the staff recommendation for contract award, shall be submitted in writing to the Director of Administration within forty-eight (48) hours of postmarked, or other notification of Authorities notice advertising of the staff's recommendation for award of contract.

The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised, Authority will not consider such new grounds or evidence in the determination on the protest. Staff shall analyze the protest and develop a recommendation.

For all contracts, a protestor may appear before the General Manager or reviewing Board Committee (or Board) to present evidence in support of its protest. After full consideration of the protestor's evidence and any other relevant information, the General Manager or Committee (or full Board) may make a determination to reject or allow the protest.

For FTA-funded contracts, Bidder shall have five (5) calendar days from the Board's determination to reject the protest to appeal the Board's decision to FTA, in accordance with the procedures set forth in FTA Circular 4220.1F, as may be periodically updated. FTA's review will be limited to protests alleging that CCCTA failed to have written protests procedures or that CCCTA violated its procedures. If the bidder does not appeal to FTA within five (5) calendar days of the Board's decision, the decision of the Board of Directors shall become final.

51. **APPROVAL BY THE GENERAL MANAGER**

The Authority reserves the right to direct and supervise the work under this contract through its General Manager and his properly authorized agents, on whose inspection all work shall be accepted or condemned. The General Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Contract Documents.

52. **ANTI-TRUST CLAIMS**

The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

"In submitting a bid to a public purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder."

53. **DISCREPANCIES**

Whenever in the Contract Documents an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals so given, the unit prices shall prevail.

54. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an employee of CCCTA and has no authority to contract or enter into any agreement in the name of CCCTA. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Contract. Contractor shall be fully responsible for all matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this contract.

55. **INTERPRETATION**

CCCTA's determination of meaning and intent of any ambiguities in this contract shall be final and conclusive, except that such decision shall not preclude the Contractor from exercising its rights and remedies under the law.

56. **CORRESPONDENCE**

- A. All correspondence must show CCCTA's project number: **2012-MA-01-RTCC.**
- B. For further information, prospective bidders may contact Mr. Kevin Finn by calling (925) 680-2087 between the hours of 8:30 a.m. to noon, and 1:00 to 5:00 p.m., Monday through Friday, holidays excepted.

57. **HAZARDOUS CHEMICALS AND WASTES**

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the Maintenance Manager. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the Authority by any agency as a result of such release and shall hold harmless, indemnify

and defend the Authority from any claims arising from such release. For purposes of this section only, the term "Claims" shall include:

1. all notices , orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and
2. any claim, cause of action, or administrative or judicial proceeding brought against the Authority, its Board of Directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including Authority.

If the performance of the work outlined by these contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the Authority be identified as the generator. The Contractor shall notify the Maintenance Manager of any such hazardous wastes and the Authority reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the Authority from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

58. **EFFECT OF FAILURE TO COMPLETE CONTRACT**

In case of failure on the part of the Contractor to complete this Contract within the specified time or within authorized extensions, the Authority may terminate the Contract and refuse to pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under the Contract. The Authority may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its surety shall be liable to the Authority for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

59. **NON-EMPLOYEE PICKETING**

If employees of the Contractor picket the facilities of the Authority in connection with a labor dispute, the Authority may terminate or suspend the Contract immediately. In addition, the Contractor shall reimburse the Authority for expenses incurred by the Authority resulting from the picketing or contract suspension or termination.

60. **ATTORNEY'S FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

61. **GOVERNING LAW**

The Contract hereunder shall be governed by the laws of the State of California.

62. **SEVERANCE**

If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

63. **FTA FUNDING REQUIREMENT**

This project may be financed in part by operating funds from the Federal Transit Administration. Accordingly, the following federal requirements apply to this contract and if those requirements change then the changed requirements shall apply to the project as required.

A. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 et seq. and 49 U.S.C. Sections 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. Section 1612; and implementing regulations, as may be amended.

B. LOBBYING

Contractor shall file the certification required by 49 CFR parts 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to the Authority. Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same. Contractor shall submit the "Lobbying Certification for Contracts, Grants and Cooperative Agreements" included in the bid forms. The Authority is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

C. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CCCTA. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the CCCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

D. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

E. ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of the CCCTA, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until the CCCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (17) dated October, 2011) between the CCCTA and the FTA , as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

F. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

CCCTA, as a recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a *DBE Program* in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

It is the policy of CCCTA to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to CCCTA's construction, procurement and professional services activities. To this end, CCCTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the *DBE Program*. In connection with the performance of this contract, the Contractor will cooperate with CCCTA in meeting these commitments and objectives.

Pursuant to 49 CFR § 26.13, the Contractor is required to make the following assurance in its agreement with CCCTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor (and any subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor (and any subcontractors) 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 CCCTA deems appropriate.

By submitting a bid, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms.

A completed and signed List of Prime Contractor and Subcontractors/Suppliers form must be submitted with the bid. This form includes information about the Bidder and all subcontractors/suppliers that provided a bid, quote or proposal.

The selected Contractor shall maintain records to verify applicable DBE participation. Such records shall show the name and business address of each DBE participating in the contract, the total dollar amount actually paid each DBE, and the date of payment. Contractor shall retain all records concerning DBE participation under this contract for not less than three years.

Where the successful Contractor has indicated DBE firms will be utilized under this contract, Contractor shall submit to the Civil Rights Administrator (CRA) periodic progress and participation reports documenting that DBE utilization. These reports shall be prepared and certified correct by the Contractor or its authorized representative. The DBE reporting forms to be used for this purpose will be furnished by the CRA after award of contract.

Any Bidder who would like additional information regarding DBE participation on this contract or CCCTA's *DBE Program* may contact Janet Madrigal, Civil Rights Administrator, at 2477 Arnold Industrial Way, Concord, California 94520, 925/680-2044.

Prompt Payment to Subcontractors

In accordance with CCCTA's *DBE Program*, the Contractor shall pay any approved subcontractors for work that has been satisfactorily performed no later than thirty (30) days from the date of Contractor's receipt of an approved invoice.

Any delay or postponement of payment to subcontractors for satisfactory work performance may take place only for good cause and with CCCTA's prior written approval. If the Contractor determines the work of the subcontractor to be unsatisfactory, it must notify CCCTA's project manager and Civil Rights Administrator immediately in writing and state the reasons.

If the Contractor fails or refuses to comply with requirements of this prompt payment clause, CCCTA may pursue administrative remedies available under the contract or laws of California, limited to termination of the contract.

I. **TITLE VI COMPLIANCE**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U. S. Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, or national origin.

4. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CCCTA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information which is required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to CCCTA, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-Compliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, CCCTA shall impose such contract sanctions as it or FTA (the Federal Transit Administration) may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

b. Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraphs (A) through (E) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as CCCTA or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request CCCTA to enter into such litigation to protect the interests of CCCTA, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. Such action shall include, but not be limited to: recruitment or recruitment advertising, employment/hiring, promotion or upgrade, demotion, transfer, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Part 60). Contractor further agrees to include this provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

K. SAFETY AND HEALTH STANDARDS

It is the condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

L. CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 632I, *et seq.*).

M. CLEAN WATER AND AIR REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, and the Clear Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

N. CARGO PREFERENCE

Contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners,

and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within twenty (20) calendar days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph (A) above to the CCCTA (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D.C. 20550, marked with appropriate identification of the project.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

O. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT

The Central Contra Costa Transit Authority, on behalf of the Regional Transit Coordinating Council (RTCC) and other participating public agencies, is soliciting bids for furnishing and delivering CARB (California Air Resources Board) Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines. The Agencies (Participating Agencies) participating in this bid is:

Caltrain or JPB (Peninsula Corridor Joint Powers Board)
Central Contra Costa Transit Authority (CCCTA)
City of Davis
City of Fairfield
City of Rio Vista
Eastern Contra Costa Transit Authority (ECCTA) Tri Delta Transit
Monterey-Salinas Transit (MST)
San Joaquin Regional Transit District (SMART)
San Mateo County Transit District (SamTrans)
Santa Clara Valley Transportation Authority (VTA)

It is the intent of the Regional Transit Coordinating Council (RTCC) that each of its Participating Agencies will award one or more contracts to furnish and deliver CARB certified ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines as follows:

- a. An initial contract period of three (3) years, and
- b. options for up to two (2) one year option terms, extensions that will automatically take effect, unless a Participating Agency gives written Notice of its determination not to exercise the option to extend the contract at least ninety (90) days before the end of the contract term. This requirement shall be applied, in accordance with the Contract Documents, as more particularly described in the Technical Specifications which are attached. Notwithstanding the foregoing, Sam Trans and the JPB will make their individual determination whether or not to exercise the option terms(s) and will give the contractor at least ninety (90) calendar days written notice prior to the end of such decision. The option terms will not be automatically exercised.

2. SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which bidders should make themselves aware:

- a. Bid Availability – January 29, 2012.
- b. Pre-Bid Conference -- 10:30 A.M., February 14, 2012. Please reference Special Provision 3.
- c. Deadline for Approved Equals, Modifications or Clarifications – February 21, 2012.
- d. Bid Opening -- 2:00 P.M. on March 16, 2012. Please reference Special Provision 14.

3. PRE-BID CONFERENCE

A pre-bid conference will be held at 10:30 A.M. on February 14, 2012, at the Central Contra Costa Transit Authority in the Paratransit Building board room, 2477 Arnold Industrial Way, Concord, CA 94520. Any changes or clarifications to the Contract Documents and Specifications must be issued in writing by the Authority in order to be binding. All interested bidders are invited to attend.

4. QUALIFICATION OF BIDDERS

The Agencies may reject the bid of any bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a bidder must:

- a. be a person or firm who has the capabilities of furnishing and delivering ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines to the participating members of the Regional Transit Coordinating Council and other participating agencies, at the specified locations; and
- b. have the necessary resources to properly test and assure that ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines which are supplied meets the technical specifications; and
- c. provide technical services upon request to all purchasers to resolve any problems which may arise in connection with the use of ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines supplied under this Contract.

The Agencies reserve the right to inspect the bidder's premises prior to Contract award or at any time during the Contract period.

Each bidder shall submit the form entitled "List of References, which is a list of three (3) firms for which it provides or has provided comparable services.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

5. INTERPRETATION OF THE CONTRACT SPECIFICATIONS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision of these Technical Specifications, he or she shall submit a written request for an interpretation or clarification no later than February 21, 2012. All such requests shall be addressed to the Authority's Director of Maintenance at 2477 Arnold Industrial Way, Concord, CA 94520. Responses to request will be made by February 28, 2012.

Any interpretation, change, or correction of these specifications will only be made by written addenda issued by the Director of Maintenance. Copies of such addenda will be posted at www.cccta.org and will be the responsibility of each bidder to check for changes.

No oral modifications of these specifications are valid.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications shall govern over those included in the General Conditions.

6. APPROVED EQUAL REQUESTS

It is understood that specifying a brand name, or specific types of components and/or equipment in these specifications shall not relieve the bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The bidder is responsible for notifying the Authority of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A bidder may, at its option, use any equipment, material, article, or process, which, in the judgment of the Authority, is equal to that designated. To do so a bidder shall furnish at its own expense, all test results, technical data and background information required by the Authority in making the determination as to whether the proposed equipment, material, article or process, in the judgment of the Authority, is equal to that designated.

The Authority shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

7. APPROVED EQUAL PROCEDURES

- a. Requests for Approved Equals must be received by the Authority on the form provided (see Bid Form AE), in writing, no later than February 21, 2012. No such requests will be considered by the Authority if received after this date. Any request for an Approved Equal must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal. All requests for Approved Equals shall be addressed to the Authority's Director of Maintenance.
- b. The Authority's reply to requests received pursuant to Paragraph a. above, will be posted on www.cccta.org by February 28, 2012. Failure to respond by that date shall be deemed to be a denial of the request. Authority reserves the right to postpone bid opening for its own convenience.

8. PROPOSAL FORMS

Bids must be submitted on the bid forms provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Any bid which is conditioned in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by the Authority, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive and may be rejected.

9. BID PRICES/COMPLETION OF BID FORM

Where prices are called for on the Bid Form, the prices shall include all costs required to perform the work, including overhead, profits, services, insurance, delivery charges and any and all other applicable costs except the taxes and fees described below. The Bid Forms contain a sheet for each Participating Agency. Bidders may offer a bid for one or more Agency(ies). No bidder may withdraw its bid for a period of sixty (60) days after the date of opening of bids. All bids submitted to Sam Trans and the JPB shall remain in effect and may not be withdrawn for a period of one hundred twenty (120) calendar days after the date of opening of bids.

In the event there is a discrepancy between the computed Grand Total Price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

The bid prices shall exclude any and all federal taxes and applicable California State sales or use taxes. The bid prices shall also exclude any applicable Superfund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Form for the purpose of price comparison only but will be applied, as required, at invoicing.

Bidders shall make note on each bid form of the type of diesel, clear or red dyed, to be supplied to each agency. If clear fuel is bid, the Contractor shall be responsible for the tracking, reporting, payment and refund requests for any applicable taxes in conjunction with supplying Clear CARB ultra-low sulfur diesel fuel to government tax exempt agencies.

CARB ULS

In order for a bid to be considered responsive, bidders must complete the space reflecting the RACK AVERAGE price per gallon of CARB ULS in the tables titled "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES" and/or "OPIS GROSS CARFG PRICES" based on the PADD 5 wholesale prices for San Francisco, CA., San Jose, CA., or Stockton, CA., as shown in the issue of Oil Price Information Service (OPIS) dated "Issued 03-1-12." Bidders shall indicate which PADD 5 rack is being specified for each product. Bidders must complete the space marked "ADD ON", or the

space marked "DEDUCT" or, if the OPIS prices will apply with no addition or deduction, the bidder should check the space marked "BIDDING RACK AVERAGE." Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. This factor will be applied to the per gallon price published in the OPIS issue of March 1, 2012, to determine the unit bid price. The unit bid price should then be multiplied by the number of estimated gallons for the three-year period of the base contract to determine the Grand Total Bid Price.

During the term of this Contract, the prices for the ultra-low sulfur diesel fuel and/or unleaded gasolines furnished hereunder may be adjusted only in the manner set forth herein. After the Participating Agency's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a weekly basis. Said adjustments shall be made based on the "RACK AVG" price of "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES" and/or "OPIS GROSS CARFG PRICES" as shown in PADD 5, San Francisco, CA, San Jose, CA, Stockton, CA, or another OPIS RACK as specified on the Bid Form as applicable, of the current weekly OPIS, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. Adjusted prices are to become effective on the "Issued" date (the Monday following the Thursday publication of the OPIS Fax-A-Rack) of each OPIS publication. The Agencies reserve the right to question any adjustment and to require additional documentation, if necessary.

UNLEADED GASOLINE

In order for a bid to be considered responsive, bidders must complete the space reflecting the RACK AVERAGE price per gallon of Unleaded Gasoline in the tables titled "OPIS PRICES" based on the PADD 5 wholesale prices for San Francisco, CA., San Jose, CA., or Stockton, CA., as shown in the issue of Oil Price Information Service (OPIS) dated "Issued 03-1-12." Bidders shall indicate which PADD 5 rack is being specified for each product. Bidders must complete the space marked "ADD ON", or the space marked "DEDUCT" or, if the OPIS prices will apply with no addition or deduction, the bidder should check the space marked "BIDDING RACK AVERAGE". Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. This factor will be applied to the per gallon price published in the OPIS issue of March 1, 2012, to determine the unit bid price. The unit bid price should then be multiplied by the number of estimated gallons for the three-year period of the base contract to determine the Grand Total Bid Price.

During the term of this Contract, the prices for the unleaded gasolines furnished hereunder may be adjusted only in the manner set forth herein. After the Participating Agency's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a weekly basis. Said adjustments shall be made based on the "RACK AVG" price of "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES" and/or "OPIS GROSS CARFG PRICES" as shown in PADD 5, San Francisco, CA, San Jose, CA, Stockton, CA, or another OPIS RACK as specified on the Bid Form as applicable, of the current weekly OPIS, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. Adjusted prices are to become effective on the "Issued" date (the Monday following the Thursday publication of the OPIS Fax-A-Rack) of each OPIS publication. The Agencies reserve the right to question any adjustment and to require additional documentation, if necessary.

BIO-DIESEL PRICING

In order for a bid to be considered responsive, bidders must complete the space reflecting the RACK AVERAGE price per gallon of Bio-Diesel Fuel in the tables titled "OPIS PRICES" based on the PADD 5 wholesale prices for San Francisco, CA., San Jose, CA., or Stockton, CA., as shown in the issue of Oil Price Information Service (OPIS) dated "Issued 03-1-12." Bidders shall indicate which PADD 5 rack is being specified for each product. Bidders must complete the space marked "ADD ON", or the space marked "DEDUCT" or, if the OPIS prices will apply with no addition or deduction, the bidder should check the space marked "BIDDING RACK AVERAGE". Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. This factor will be applied to the per gallon price published in the OPIS issue of March 1, 2012 to determine the unit bid price. The unit bid price should then be multiplied by the number of estimated gallons for the three-year period of the base contract to determine the Grand Total Bid Price.

During the term of this Contract, the prices for the Bio-Diesel Fuel furnished hereunder may be adjusted only in the manner set forth herein. After the Participating Agency's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a weekly basis. Said adjustments shall be made based on the "RACK AVG" price of "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES" and/or "OPIS GROSS CARFG PRICES" as shown in PADD 5, San Francisco, CA, San Jose, CA, Stockton, CA, or another OPIS RACK as specified on the Bid Form as applicable, of the current weekly OPIS, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. Adjusted prices are to become effective on the "Issued" date (the Monday following the Thursday publication of the OPIS Fax-A-Rack) of each OPIS publication. The Agencies reserve the right to question any adjustment and to require additional documentation, if necessary.

10. TERM OF CONTRACT

The term of Contract shall commence on the date specified by each Participating Agency after issuing a written Notice to Proceed, and shall continue thereafter for a three (3)-year period, unless terminated sooner pursuant to Special Provision 23. All contracts awarded under this solicitation shall have a final expiration date, after application of all applicable options, no later than five years from the signing date of the contract.

A "SAMPLE" contract for the CCCTA has been provided with these contract documents. Other Participating Agencies forms of Contract may differ in content.

11. OPTIONS

The Contract shall have up to two (2) one-year options which will automatically take effect at the end of each contract period, unless otherwise indicated in writing by either the contracting Participating Agency or the Contractor no less than ninety (90) days before the end of each contract period. Notwithstanding the foregoing Sam Trans and the JPB will make their individual and respective determination whether or not to exercise the option term(s) at the unit bid prices and will give the contractor ninety (90) calendar days' written notice prior to the end of contract term of such decision.

12. ESTIMATED QUANTITIES

Each Participating Agency's estimated requirements for the ultra-low sulfur diesel fuel, bio-diesel and/or gasolines to be furnished hereunder are listed on the bid forms. The Participating Agencies shall not be held responsible for the accuracy of estimated gallonage, as this gallonage of the ultra-low sulfur diesel fuels, bio-diesel and/or unleaded gasolines to be furnished hereunder may differ from these estimates.

13. BIDDER'S SECURITY

Notwithstanding General Condition 18, a bidder's security will not be required for this contract.

14. MARKING AND MAILING BIDS/BID OPENING

One (1) original, and two (2) duplicates of each bid, together with all of the required bid documents, shall be securely sealed in a sealed envelope.

All bids must be received by the Authority no later than 2:00 P.M. on FRIDAY, March 16, 2012, at which time they will be publicly opened and read.

The envelope shall be clearly marked with the bid number and shall also include the name and address of the bidder. The bid submittal shall be mailed or personally delivered to:

Director of Maintenance
Central Contra Costa Transit Authority
2477 Arnold Industrial Way

BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE RETURNED UNOPENED.

15. **AWARD OF CONTRACT OR REJECTION OF BIDS**

With regard to General Condition 56, the award of Contract, if any, will be made within sixty (60) calendar days after bid opening to the lowest responsive, responsible bidder for each Participating Agency. Each Participating Agency will make a separate determination as to which bidder is the lowest responsive, responsible bidder for that Agency and will make a separate award of contract based upon that determination, if an award is made.

Each bidder must submit a price quotation as requested on the Bid Form. In determining the lowest responsive and responsible bidder for each type of fuel, each Participating Agency shall compare and evaluate the submitted bid(s) for their particular agency on the basis of the Grand Total Bid Price as quoted on the Bid Form for each agency. Notification of award of Contract will be made in writing to the lowest, responsive, responsible bidder by each Participating Agency.

Each Participating Agency reserves the right to accept or reject any and all bids, or any items thereof; or to waive any informality or irregularity in the bids or in the bidding procedures.

16. **PERFORMANCE SECURITY**

Notwithstanding General Condition 25, a performance security will not be required for this contract.

17. **INSURANCE**

A. Public Liability

Contractor shall, at its own cost and expense, procure and maintain during the term of this agreement, liability insurance coverage of the following types and with not less than the following limits of liability for each Participating Agency:

Commercial General Liability. \$2,000,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage with policy form on an occurrence basis with defense in addition to the limits. If defense costs are included in the limits, the required limit shall be \$4,000,000. Coverage shall include, but is not limited to premises and operation, products and completed operations, personal and advertising injury and sudden & accidental pollution.

Business Automobile Liability. \$2,000,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage with policy form on an occurrence basis. Coverage shall include Owned, Non-Owned and Hired Automobile Liability coverage.

Contractor Pollution Liability

Contractor shall procure, or cause its subcontractor to procure, contractor pollution liability insurance in the amount of \$2,000,000. Such policy shall be either on a claims made basis with a two-year extended reporting provision following final acceptance of the work, or, occurrence coverage, and shall include as additional insureds each Agency. This insurance may contain a deductible clause of not more than \$50,000. Any deductible amount shall be for the account of the Contractor and the Agencies shall not be liable therefore.

Prior to an Agency's issuance of a written Notice to Proceed, Contractor shall furnish the Agency with a Certificate of Insurance evidencing the above coverage requirements and further indicating that the Contractor's policy has been endorsed to name additional insureds as specified by each Participating Agency. The Certificate shall provide that Contractor's policy is

primary over any insurance carried by the Agency and that the policy will not be canceled or coverage reduced without thirty (30) days prior notice in writing being given to the Agency.

B. Workers' Compensation Insurance

Prior to an Agency's issuance of a written Notice to Proceed, the Contractor shall submit satisfactory evidence to the Participating Agency that the Contractor maintains workers' compensation coverage for its employees in full compliance with the applicable requirements of the state(s) in which said employees work.

As required by Section 1860 of the California Labor Code(Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the Participating Agency with a Certificate evidencing such coverage with a \$1,000,000 Employer's Liability Limit together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against a liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

C. Property and Physical Damage Insurance

The Contractor shall have a policy issued to protect its interest in the vehicles, property and equipment it uses in performance of this contract. The coverage under such policy shall have limits of liability adequate to protect the value of the vehicles, property and equipment. If desired, the Contractor may choose to self-insure this exposure, but in no instance shall the Agency be responsible for loss or damage.

D. Acceptable Insurance

All coverage shall be issued by insurance carriers who are rated "A-" or better by Best's rating service.

E. Claims-made Insurance

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The policy retroactive date coincides with or precedes the Contractor's start of work.
2. Contractor will make every effort to maintain similar insurance for at least 2 (two) years following completion of contract, including the requirement of adding all additional insureds.
3. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this contract.

F. Failure to Maintain Insurance

The failure to procure or maintain the required insurance and/or adequately funded self-insurance program will constitute a material breach of the agreement.

- G. Bidders who propose self insurance must submit proof of sufficient financial assets (financial statements to support self insurance). Upon review of this information, the Participating Agency may or may not deem self insurance to be eligible. This information must be provided when submitting a Bid.

H. Certificate of Insurance or certified copies of the insurance policies required by this Section 17 shall be delivered to each Participating Agency concurrently with the executed Contract. Acknowledgement of these Insurance Requirements and the bidder's ability to provide the specified coverages shall be included with the Bid Submission.

18. SPILL LIABILITY PROTECTION

Contractor shall be responsible and held liable for all losses, damages, and penalties that may be sustained by any Participating Agency or imposed on any Participating Agency by an outside agency as a result of spills. Contractor's drivers or subcontractors will immediately report any spill to the Agency's designated contact. The Contractor will be billed for the replacement cost of any clean-up materials used as well as any Agency labor or other costs expended in the clean-up of any spill or in the repair of Agency property damaged by reason of a spill. In the event Contractor fails to pay the billed amount within thirty (30) calendar days of Agency's invoice, Agency will deduct the billed amount from amounts due and owing to Contractor under this contract.

Contractor will insure its representatives immediately report any fuel spills of one gallon or more during the fuel delivery process to a Maintenance Department Supervisor or the designated contact for each Participating Agency.

Contractor will indemnify all Agencies, their Directors, Officers, employees and agents and hold them harmless from losses, damages, and penalties imposed on the Agencies by third parties. The Agencies reserve the right to terminate the Contract if, notwithstanding compliance with the procedures set forth herein, Contractor delivers ultra-low sulfur diesel fuel, bio-diesel or unleaded gasolines in a negligent or careless manner or causes a spill of ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines while delivering to Participating Agency facilities. In addition, the Contractor shall provide to the Participating Agencies evidence of Pollution Liability Coverage, which is valid for the term of this Contract in the amount of \$2,000,000.

19. DELIVERY INSTRUCTIONS

Each Participating Agency will order the ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines by telephone at least twenty-four (24) hours prior to the required date/time for delivery. Contractor shall provide ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines within the agreed delivery procedures, times and locations for each Participating Agency.

The minimum order placed by a participating agency will normally be for one truck and trailer load or approximately 7,000 to 7,600 gallons. A minimum order may include mixed compartment loads on a single truck-trailer. For example, one compartment may be gasoline and the remainder of the load will be ULSD. Bulk deliveries of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines must be accompanied by documentation from the Contractor's supplier showing the amount of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines picked up by the Contractor from its supplier.

In the event of emergency fuel supply needs arising from the failure of any Participating Agency's fuel supply systems, power outages, or from natural disasters, the Contractor shall guarantee the Participating Agencies the exclusive use of pump-equipped supply tankers for Participating Agency's employees to directly dispense fuel into equipment at the Participating Agencies locations, or at alternate staging areas designated by the Participating Agency. Such emergency supply will be made available within 12 hours of notification by the Participating Agency to the Contractor and will be supplied at the same fuel cost as regular deliveries, plus reasonable standby equipment charges, unless the Contractor is unable to do so as a result of the natural disaster. In this case, Contractor shall immediately notify all Participating Agencies of its inability to supply tankers.

Each Participating Agency has delivery requirements that must be adhered to in the performance of this contract. Sam Trans' and the JPB's intend to purchase the fuel specified under this contract from the contractor(s) to whom the contract is awarded. However if the incumbent contractor misses deliveries, or otherwise does not perform the services contracted for and is not able to remedy the breach of contract within the parameters established in the contract, Sam Trans and

the JPB reserve the right to purchase from an alternative vendor to accommodate missed deliveries and maintain required minimum fuel requirements.

20. **DELIVERY LOCATIONS/TIMES FOR PERFORMANCE, AND BILLING ADDRESS**

Contractor shall make delivery of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines to the locations listed below and only during the times indicated by each Participating Agency, as follows:

A. **Caltrain or JPB (Peninsula Corridor Joint Powers Board)**

*See special provisions for Peninsula Corridor Joint Powers Board (JPB/Caltrain) Site Walk Schedule at the end of section 20.

1. San Francisco Rail Yard (7th & Townsend)
425 Townsend Street
San Francisco, CA 94080

Delivery is arranged on an "as needed or emergency" basis.

Delivery Hours: 6:00 P.M. through 2:30 A.M.

Deliveries Accepted: Monday through Friday (Direct-To-Locomotive, DTL)

2. Centralized Equipment Maintenance and Operations Facility (CEMOF)
1 CEMOF Way
San Jose, CA 95126

Delivery Hours: 6:00 A.M. through 7:00 P.M.

Deliveries Accepted: Monday through Friday (Direct-To-Tank, DTT)

3. Gilroy Rail Yard
7150 Monterey Street
Gilroy, CA 95020

Delivery Hours: 10:00 P.M. through 5:00 A.M.

Deliveries Accepted: Monday through Friday (Direct-To-Locomotive, DTL)

Billing Address:

Peninsula Corridor Joint Powers Board
Attn: Accounts Payable
1250 San Carlos Avenue
San Carlos, CA 94070-1306

Accountspayable@samtrans.com

B. **Central Contra Costa Transit Authority (CCCTA)**

2477 Arnold Industrial Way
Concord, CA 94520

Delivery Hours: 8:00 A.M. through 4:00 P.M.

Deliveries Accepted: Monday through Friday

Billing Address:

CCCTA
2477 Arnold Industrial Way
Concord, CA 94520

C. **City of Davis**

1717 5th Street
Davis, CA 95616

Delivery Hours: 6:30 A.M. through 3:30 P.M.
Deliveries Accepted: Monday through Friday

Billing Address:

Attn: Fleet Services
1818 5th Street
Davis, CA 95616

D. City of Fairfield

Vehicle Maintenance Department
420 Gregory Street
Fairfield, CA 94533

Delivery Hours: 6:00 A.M. through 4:00 P.M.
Deliveries Accepted: Monday through Thursday

Billing Address:

City of Fairfield
Vehicle Maintenance Department
420 Gregory Street
Fairfield, CA 94533

E. City of Rio Vista

1. 3000 Airport Road
Rio Vista, CA 94571
2. 789 St. Francis Way
Rio Vista, CA 94571

Delivery Hours: 8:00 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Thursday

Billing Address:

John Andoh, Transit & Airport Coordinator
City of Rio Vista
1 Main Street
Rio Vista, CA 94571

F. Eastern Contra Costa Transit Authority (ECCTA) Tri Delta Transit

801 Wilbur Avenue
Antioch, CA 94509

Delivery Hours: 8:00 A.M. through 4:00 P.M.
Deliveries Accepted: Monday through Friday
(Saturday and Sunday for emergency loads.)

Billing Address:

801 Wilbur Avenue

Antioch, CA 94509

G. **Monterey-Salinas Transit (MST)**

1. Monterey-Salinas Transit
1 Ryan Ranch Road
Monterey, CA 93940

2. Monterey-Salinas Transit
443 Victor Way
Salinas, CA 93901

3. MV Salinas Facility
1375 Burton Avenue
Salinas, CA 93901

Delivery Hours: 8:30 A.M. through 3:30 P.M.
Deliveries Accepted: Monday through Friday

Billing Address:

Monterey-Salinas Transit
Attn: Accounts Payable
1 Ryan Ranch Road
Monterey, CA 93940

H. **San Joaquin Regional Transit District (RTD)***

**See special provisions for San Joaquin Regional Transit District (RTD) at the end of section 20.

1. Metro
1533 East Lindsay Street
Stockton, CA 95205
Delivery Hours: 7:30 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Friday

2. County
120 North Filbert Street
Stockton, CA 95205

Delivery Hours: 7:30 P.M. through 3:30 A.M.
Deliveries Accepted: Sunday through Friday

Billing Address:

San Joaquin RTD
PO Box 201010
Stockton, CA 95201

I. **San Mateo County Transit District (SamTrans)**

1. North Base Maintenance Facility
Running Repair/Fuel Island
301 North Access Road
South San Francisco, CA 94080

Delivery Hours: 7:00 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Friday

2. South Base Maintenance Facility
Running Repair/Fuel Island
501 Pico Boulevard
San Carlos, CA 94070

Delivery Hours: 7:00 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Friday

3. Administrative Offices
Diesel Generator Fuel Tank
1250 San Carlos Avenue (deliver to Laurel Avenue side)
San Carlos, CA 94070

Delivery is arranged on an "as needed" basis.
Delivery Hours: 9:00 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Friday

Billing Address:

San Mateo County Transit District
Attn: Accounts Payable
1250 San Carlos Avenue
San Carlos, CA 94070
Or
AccountsPayable@samtrans.com

J. Santa Clara Valley Transportation Authority (VTA)

1. Cerone Division
3990 Zanker Road
San Jose, CA 95134
2. Chaboya Division
2240 S. Seventh Street
San Jose, CA 95112
3. North Yard
1235 L'Avenida Avenue
Mt. View, CA 94048

Delivery Hours: 7:00 A.M. through 3:00 P.M.
Deliveries Accepted: Monday through Friday

Billing Address:

Santa Clara Valley Transportation Authority
3331 North First Street
San Jose, CA 95134-1927

*Special Provisions for Peninsula Corridor Joint Powers Board (JPB/Caltrain) Site Walk Schedule:

Date: Wednesday, February 22, 2012

Time	Location / Comments
	<p>Caltrain: CEMOF Centralized Equipment Maintenance and Operations Facility</p>

9:00 to 10:00 a.m.	1 CEMOF Way (refer to attached directions) Pull up to gate, check in with guard, and proceed to parking lot. A Caltrain representative will meet vendors in the parking lot and will escort the CEMOF fueling island. Emergency Contact: Luis Velasquez, 650-773-6152 (cell) or Steve Coleman, 408-793-5440 or 650-740-6244 (cell)
10:45 to 11:30 a.m.	SamTrans: South Base Maintenance Facility 501 Pico Boulevard, San Carlos, CA 94070 Park in parking lot outside and to the right of the security gate. Check with guard and proceed to Maintenance Building 100 Emergency Contact: Luis Velasquez, 650-773-6152 (cell) or Al Camilleri, 650-508-6485
12:00 to 12:45 p.m.	SamTrans: North Base Maintenance Facility 301 North Access Road., South San Francisco, CA 94080 Park in parking lot outside and the right of the security gate. Check in with guard and proceed to Maintenance Building 100 Emergency Contact: Luis Velasquez, 650-773-6152 (cell) or Vijendra Singh, 650-508-6413
2:15 to 3:15 p.m.	Caltrain: 7 th & Townsend Rail Yard 425 Townsend St., San Francisco, CA 94017 Group will convene in the parking lot adjacent to the tracks and begin site walk there. Emergency Contact: Luis Velasquez, 650-773-6152 (cell)

Directions to Peninsula Corridor Joint Powers Board's/Caltrain Centralized Equipment Maintenance and Operations Facility (CEMOF) are attached.

**Special Provisions for San Joaquin Regional Transit District (RTD) Wet Hose Fueling @ County Facility:

Note: "County Facility" is the name of 2 SJRTD bus yards, not a San Joaquin County facility.

Regularly scheduled on-site fueling. The Contractor shall deliver and dispense enough CARB approved ultra-low sulfur diesel fuel to completely fill a specified amount of vehicles (up to 150) located at specified RTD locations. A vehicle list is available on request from the SJRTD Maintenance Supervisor.

120 North Filbert Street Stockton, CA 95205
1533 East Lindsay Street Stockton, CA 95205

Fleet contains two types of Diesel fill necks; 1) standard diesel open fill neck and 2) EMCO-Wheaton Posi-Lock closed fueling system. Filling of vehicles will be done in designated areas at each location. Documentation of delivery to each vehicle will include vehicle number, hubodometer or odometer readings and amount of fuel dispensed.

Schedule:

Weekday Schedule: Monday thru Friday fueling shall begin at 4 PM and must be completed by 3 AM
Weekend Schedule: Saturday and Sunday shall begin at 4 PM and must be completed by 11 PM

Damages:

\$50 per scheduled vehicle not fueled by 3 AM Monday through Friday

Any accidental damage to RTD vehicle caused by the contractor must be reported to a RTD supervisor. Contractor will be billed by RTD for all repairs needed as a result of damage caused during the performance of this contract.

Contractor will ensure Best Management Practice's (BMP's) will be in place and used when moving from bus to bus during fueling to avoid any drips or spills.

Contractor will submit to RTD an Emergency Response Plan for accidental release of products related to the act of fueling of vehicles or movement through the facility.

Contractor will submit copies of BMP's and Emergency Response training records of all employees used to deliver and fuel buses.

Contractor will be fully responsible for any clean up, remediation, and documentation related to any accidental release of products related to the act of fueling of vehicles or movement thru the facility. In the event of a spill, the Contractor will immediately notify the on-duty RTD Supervisors with the nature and estimated quantity spilled.

21. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT. In accordance with General Condition 35, and pursuant to Government Code Section 53069.85, the Contractor shall pay to the Participating Agency the sum of Two Hundred Fifty dollars (\$250.00) per day for each and every calendar day that the Contractor fails to provide the required services as specified in the Technical Specifications within the period set forth in Special Provision 19, subject to extensions granted thereto in writing by the Participating Agency.

The Agency may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in Special Provision 19, for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the Participating Agency to be beyond the reasonable control of the Contractor, provided Contractor notifies the Participating Agency in writing of the causes of delay within fifteen (15) calendar days from the beginning of any such delay. The Participating Agency, shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control.

22. PAYMENT

During the term of this Contract, the Participating Agencies shall make payment to the Contractor in accordance with monthly invoices submitted by Contractor that reflect the amount of fuel gallons actually furnished during each month and the location and dates of the deliveries made.

All Participating Agencies are exempt from the payment of Federal and State Excise and Transportation taxes, so such taxes must not be included on invoices. All applicable State Sales Taxes, Use Taxes, and California Oil Spill Recovery Fees shall be itemized and added to each invoice.

23. TERMINATION OF CONTRACT

Each Participating Agency may terminate their Contract for convenience at any time by giving the Contractor thirty (30) calendar days written notice. Notice of termination shall be by certified mail.

Upon termination for convenience, the terminating Participating Agency shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by the Participating Agency to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from the Participating Agency cure such breach or violation, the Agency may immediately terminate its portion of the Contract and shall pay the Contractor only its allowable costs to date of termination. The Participating Agency will not be responsible for any costs that may be incurred by the Contractor after written notice of a Participating Agency's decision not to exercise the options to extend the Contract term.

24. PRODUCT TESTING

The Bidder must certify that the product to be furnished meets the minimum specifications in order to qualify for award of the Contract. During the term of this Contract, the Participating Agency may elect to sample fuel at any time it is delivered to each location. This sampling will be taken by Participating Agency personnel with the cooperation of the delivery personnel. The sample will be tested by an independent third party laboratory and a report will be issued to the Participating Agency-designated contact.

For each occurrence that the fuel testing reveals that non-compliant fuel was delivered to any Agency, the Contractor shall, at its sole cost and expense, replace the non-compliant fuel with fuel meeting the specifications stated in these Contract Documents and pay for subsequent independent testing to ensure the quality of the fuel. If the Participating Agency incurs a fine or any other cost or expense relating to the Contractor's delivery of non-compliant fuel, Contractor will reimburse the Participating Agency for the payment of the fine or other costs and expenses, related to delivery of non-compliant fuel, including the cost of independent testing, and shall indemnify, hold and save harmless the Authority, the Agencies Participating in its procurement, and their directors, officers, employees and agents respectively, against all suits or claims that may be related to such fines in accordance with the provisions of these Contract Documents.. On the third such occurrence, the Participating Agency at its sole option, may elect to terminate the Contract immediately.

25. TECHNICAL ASSISTANCE

The Contractor shall maintain and make available to the Participating Agencies, upon request, technical services of competent engineers and necessary laboratory services at Contractor's sole cost and expense for the purpose of assisting the Participating Agencies in resolving any problems that may arise in connection with the use of any of the items called for under this Contract.

26. OSHA MATERIAL SAFETY DATA SHEETS

During the duration of this Contract, the Contractor must comply with all Federal and California Laws, Regulations and Safety Standards in effect.

The Contractor must submit, with its bid, OSHA Material Safety Data Sheets on all applicable items. This information must be submitted to the Director of Maintenance.

27. EQUIPMENT AND ADDITIVE REQUIREMENTS FOR TRACKSIDE FUELING (CALTRAIN)

Diesel fuel will be pumped directly from Contractor's truck to locomotive. Contractor must be capable of pumping 100 gallons of fuel per minute directly into locomotive. Contractor shall provide all necessary fittings and adapters to fuel these locomotives. Nozzles must fit a Snyder 766-EMD-4 fuel tank fill adapter. Delivery is to be made with a metered delivery truck capable of providing a printed delivery ticket with each delivery imprinted with the number of gallons provided.

The Contractor shall comply with all federal, state, and local laws covering meter calibration and shall have available meter calibration records for JPB verification upon request. At no time shall the Contractor use trucks equipped with meters that have not been calibrated within the previous 12 months.

Diesel Fuel Additive

The Contractor shall add 76 TBM Diesel Biocide, or approved equal, to the diesel fuel supplied to CALTRAIN under this Contract, at the ratio of one (1) gallon per 7,600 gallons of diesel fuel.

28. **BID PACKAGE**

A complete bid package shall consist of the following items, all of which must be submitted by each bidder:

- a. List of References – see Special Provision 4
- b. Approved Equal Form
- c. Acknowledgement of Insurance Requirements (Insurance Requirement Certificate)
- d. OSHA Material Safety Data Sheets
- e. List of Prime Contractor and Subcontractors/Suppliers
- f. Acknowledgement of Addenda
- g. Certification of Primary Contractor in Regards to Debarment, Suspension, and Other Responsibility Matters
- h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- i. Fair Employment Practices Certificate
- j. Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements
- k. Copies of each OPIS Fax-A-Rack used to determine bid responses

LIST OF REFERENCES

**Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline
2012-MA-01-RTCC**

1. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
AREA CODE/PHONE # (_____) _____ FAX # (_____) _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

2. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
AREA CODE/PHONE # (_____) _____ FAX # (_____) _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

3. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____ TITLE _____
AREA CODE/PHONE # (_____) _____ FAX # (_____) _____
EMAIL _____
SERVICE PROVIDED _____
CONTRACT VALUE _____

APPROVED EQUAL FORM

**Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline
2012-MA-01-RTCC**

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST! COPY THIS FORM AS NEEDED.

Submitted by: _____ (Company Name)

The District requires that all prospective bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. A. Approved equal is being requested for _____,
to be used in place of _____
(list technical specification or other reference number, [e.g. page TS-1, title, subsection, item]).
B. Page no. _____
C. Section Number and Heading _____
2. Description of approved equal request/substitution: _____
_____.
3. Product purpose: _____
_____.
4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _____ (If NO, please explain): _____
_____.
5. List three commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):
 - A. Company Name _____
Street Address _____
City/State/Zip Code _____
Area Code/Telephone No. (_____) _____
Name of Contact Person _____
 - B. Company Name _____
Street Address _____
City/State/Zip Code _____
Area Code/Telephone No. (_____) _____
Name of Contact Person _____
 - C. Company Name _____
Street Address _____
City/State/Zip Code _____
Area Code/Telephone No. (_____) _____
Name of Contact Person _____
6. List the benefits and any other reasons why the District should approve this request for approved equal/substitution: _____
_____.
7. **Attach pertinent test data, technical data, and background information on the approved equal/substitution request.**

INSURANCE REQUIREMENT CERTIFICATE

The Bidder agrees by submitting this Bid that the Bidder understands and meets the minimum insurance requirement outlined in Special Provisions 17 and 18.

The Bidder or offer hereby certifies that it will meet the Insurance Requirements outlined in Special Provisions 17 and 18.

Date_____

Signature_____

Company Name_____

Title_____

List of Prime Contractor and Subcontractors/Suppliers

Project Title: Furnishing and Delivering CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines

Bidder's Name: _____ Contract Amount: _____

Address: _____ Phone/FAX: _____

Owner or Contact Person: _____ Title: _____

Age of Firm: _____ Annual Gross Receipts*: _____

Disadvantaged Business Enterprise (DBE)? (Yes/No)** _____ Small Business Enterprise(SBE)? (Yes/No)** _____

**If yes, provide documentation showing the firm's current certification status.

List the following information for all subcontractors/suppliers that provided a bid, quote or proposal to the Proposer.

Please attach additional sheets if required.

	Company Name/Address/Phone/FAX Owner's Name or Contact Person	DBE/SBE NonDBE	Age of Firm	Annual Gross Receipts*	Description of Work/ Type of Materials/Supplies	Dollar Amount of Work/Supplies	Bid/Quote Accepted (Y/N)
1							
2							
3							
4							
5							

*Optional

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with CCCCTA. I certify that the information included on this form is complete and correct.

(Signature of Owner or Authorized Representative and Title) _____ (Date)

ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following noted addenda from the Central Contra Costa Transit Authority for Proposal 2012-MA-01-RTCC.

Addendum #	Dated	Received By
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledgement of receipt of each addendum must be clearly established and included with the bid.

Name of Bidder

Address

City, State, Zip Code

Authorized Signature

Date

CERTIFICATION OF PRIMARY CONTRACTOR IN REGARDS TO DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The _____ certifies to the best of its knowledge and belief, that it and
(name of bidder)
its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named primary contractor is unable to certify to any of the statements in this certification, the primary contractor shall attach an explanation to this certification.

The primary contractor, _____, certifies or affirms the truthfulness and
and
(name of bidder)

accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et. seq. are applicable hereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____
(name of bidder)

hereby certifies that the _____ has authority under State and local
(name of bidder)
law to comply with the subject assurances and that the certification above has been legally made.

Signature and Title of Legal Counsel

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B)**

A. By signing and submitting this Bid, the Bidder is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The Bidder shall provide immediate written notice to Authority if at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms “*covered transaction*,” “*debarred*,” “*suspended*,” “*ineligible*,” “*lower tier covered transaction*,” “*participant*,” “*person*,” “*primary covered transaction*,” “*principal*,” “*Bid*,” and “*voluntarily excluded*,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR part 29). You may contact the Authority for assistance in obtaining a copy of those regulations.

4. The Bidder agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.

5. The Bidder further agrees by submitting this Bid that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,” as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction.

1. The Bidder certifies, by submission of this bid or Bid, that neither it nor its "principals," as defined at 49 CFR part 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. If Bidder is unable to certify to the statements in this certification, Bidder shall attach an explanation to this Bid.

Firm Name

Signature of Authorized Official

Name and Title of Authorized Official

Date

FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will send to each labor union or representative of worker with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section; and the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Proposer" as to future contracts for which such Contractor may submit proposals, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code Section 12970 or obtained a court order under Government Code Section 12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless it demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, the Contractor's pre-qualification rating will be revoked at the expiration of such period.

5. The Contractor agrees that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

6. Nothing contained in this Fair Employment practices section shall be construed in any manner of fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
7. Prior to award of the contract, the Contractor shall certify to the awarding authority that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - a. The Contractor shall provide evidence, as required by the awarding authority, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that it has notified all sources of employee referral (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. The Contractor shall file a basic compliance report as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d. Personally, or through its representatives, the Contractor shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:
 - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - (2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - e. The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each such subcontractor.
9. Statements and Payrolls. The Contractor shall maintain its records in conformance with the requirements in the Specifications and the following special provisions:
 - a. The submission by the Contractor of payrolls, or copies thereof, is not required. However, each Contractor and subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.
 - b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
 - c. The Contractor shall make its payroll records available at the project site for inspection by the Authority and shall permit the Authority to interview employees during working hours on the job.

The following certification is to be executed by every Bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his/her address and official capacity.

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee</p> <p>Tier, if known: _____</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(Attach Continuation Sheet(s), if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-
01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).

Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

**TECHNICAL SPECIFICATIONS
FOR
FURNISHING AND DELIVERING CARB ULTRA-LOW SULFUR DIESEL FUELS, BIO-DIESEL
AND/OR UNLEADED GASOLINE
FOR
THE REGIONAL TRANSIT COORDINATING COUNCIL
(RTCC)**

2012-MA-01-RTCC

1. GENERAL

It is the intent of these specifications to describe the requirements for the supply of CARB Ultra-Low Sulfur Diesel Fuel (hereinafter referred to as "Diesel Fuel"), Bio-Diesel and/or Unleaded Gasolines to the listed Participating Agencies and other local government agencies. The diesel fuel supplied under this contract shall be a petroleum distillate conforming to ASTM-D975 and having the minimum and/or maximum characteristics as more particularly defined in Technical Specification 4 below.

The unleaded gasolines supplied under this contract shall meet the minimum and/or maximum characteristics as more particularly defined in Technical Specification 5 below.

These minimum and/or maximum characteristics have been established by the Participating Agencies, in concert with the minimum requirements of the engine manufacturers who have provided engines for the buses currently operated by the Agencies. These specifications shall take precedence over ASTM-D975 where deviations are noted.

The successful bidder shall supply the ultra-low diesel fuel, bio-diesel and/or unleaded gasolines in accordance with these specifications and within the schedule of services described in the Special Provisions during the term of the Contract.

2. CONFORMITY

All bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said products shall be the best obtainable in the various trades.

No advantage shall be taken by the manufacturer in the addition and/or omission of any ingredient or detail, which makes the diesel fuel non-compliant with any of the specifications, even though such details are not mentioned in these specifications.

In all cases, products must be furnished as specified, but if the term "approved equal" is used, the Contract Manager(s) must approve any product substituted for a specified product. All material not specified shall be the manufacturer's standard products.

3. RESPONSIBILITY

The Contractor shall assume responsibility for all products and services associated with this Contract, whether they be provided by the Contractor or purchased ready-made from an outside source.

4. ULTRA-LOW SULFUR DIESEL FUEL

The diesel fuel supplied shall be a certified petroleum distillate, with NO ADDITIVES ADDED except where noted otherwise, having the following characteristics:

It is the intent of these specifications to describe the requirements for the supply of CARB Ultra-Low Sulfur Diesel Fuel. The fuel shall be compatible for use with Cummins and Detroit Diesel engines and approved by the manufacturers for use with their engines. The ultra-low sulfur diesel fuel shall in no way harm existing and future diesel engines. The ultra-low sulfur diesel fuel shall be a petroleum distillate conforming to ASTM-D975 and shall have the minimum and/or maximum characteristics as described below.

The fuel shall be CARB diesel fuel with a maximum sulfur content of 15 ppm and have the following characteristics:

Property	Units	Specification	Test Method
Sulfur	PPM, max.	15	ASTM D-5453-93
Lubricity	SBOCLE,g, min.	3100	ASTM D-6078
	HFRR,microns, max.	520	ASTM D-6079
Aromatics	vol. %, max.	30	ASTM D-1319
Ash	wt. %, max.	.01	ASTM D-482
Cetane Number	min.	45	ASTM D-613
Color	ASTM, max.	2.5	ASTM D-1500
Conductivity	cu, min.	75 (may vary w/ season)	ASTM D-2624
Copper Corrosion 3hr @ 122 deg F,	max.	3	ASTM D-130
Distillation	deg F	550	ASTM D-86
	(Temp @ 90%, recovered, max)		
Flash Point	deg F, min.	100	ASTM D-93
Gravity	deg. API, min.	37	ASTM D-287
Pour Point	deg. F, max.	-30	ASTM D-97
	(may vary with region and season)		
Viscosity	cSt @ 40 deg C	1.3-1.9	ASTM D-445
Water & Sediment	vol. %, max.	.05	ASTM D2709

The bidder must certify that the ultra-low sulfur diesel fuel to be supplied under this Contract meets the EPA and CARB requirements.

5. SPECIFICATION FOR BIODIESEL (B100) – ASTM D6751-06

Biodiesel is defined as the mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, for use in compression-ignition (diesel) engines. This specification is for pure (100%) biodiesel prior to use or blending with diesel fuel.*

Property	ASTM	Method Limits	Units
Flash Point	D93	130 min.	Degrees C
Water & Sediment	D2709	0.050 max.	% vol.
Kinematic Viscosity, 40 C	D445	1.9 - 6.0	mm ² /sec.
Sulfated Ash	D874	0.020 max.	% mass
Sulfur	D5453		
S 15 Grade		15 max.	ppm
S 500 Grade		500 max.	
Copper Strip Corrosion	D130	No. 3 max.	
Cetane	D613	47 min.	
Cloud Point	D2500	Report	Degrees C

Carbon Residue			
100% sample	D4530**	0.050 max.	% mass
Acid Number	D664 0.	50 max.	mg KOH/gm
Free Glycerin	D6584	0.020 max.	% mass
Total Glycerin	D6584	0.240 max.	% mass
Phosphorus Content	D 4951	0.001 max.	% mass
Distillation Temp, Atmospheric Equivalent Temperature, 90% Recovered	D 1160	360 max.	Degrees C
Sodium/Potassium	UOP 391	5 max, combined	ppm

*A considerable amount of experience exists in the US with a 20% blend of biodiesel with 80% diesel fuel (B20). Although biodiesel (B100) can be used, blends of over 20% biodiesel with diesel fuel should be evaluated on a case-by-case basis until further experience is available.

**The carbon residue shall be run on the 100% sample.

6. UNLEADED GASOLINES

The Unleaded Gasolines shall be pump grade with Octane ratings as noted on the Contract documents. All unleaded gasolines shall have been refined in the United State of America.

7. FUTURE FUEL SPECIFICATION CHANGES

During the term of this Contract, the Agencies may require a change in the specification of the ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, the Agencies shall notify their respective Contractor in writing of the requested change. The Contractor shall provide the Agency with the change in the cost per gallon of fuel to the price bid for the original Contract. If an Agency and Contractor cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party with 60 days written notice to the other party. Until termination, the reasonable determination of the Agency's Director of Maintenance as to the cost of the new fuel shall prevail.

8. ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL AND GASOLINE STORAGE TANK CAPACITIES, AND ESTIMATED ANNUAL USAGE

A. CALTRAIN (JPB)

Capacities:

DIESEL FUEL:

- 3 each, 1,500 gallons locomotive – San Francisco Rail Yard (DTL)
- 2 each, 35,000 per above-ground tank –San Jose CEMOF (DTT)
- 3 each, 1,500 gallons per locomotive – Gilroy Rail Yard (DTL)

Estimated Annual Usage:

DIESEL FUEL:

- 4,250 gallons – San Francisco Rail Yard (DTL)
- 3,710,000 gallons – CEMOF, San Jose (DTT)
- 570,000 gallons – Gilroy Rail Yard (DTL)

OTHER:

175 Gallons – Fuel Additive (76TMB Diesel Biocide)
1,625 Hours – Trackage Fueling Hours (DTL)
120 hours – Standby Hours

B. CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA)

Capacities:

DIESEL FUEL:
2 each, 25,000 gallons at the Concord Facility.
1 each, 20,000 gallons at the Concord Facility.

Estimated Annual Usage:

DIESEL FUEL:
700,000 gallons at the Concord Facility.

C. CITY OF DAVIS

Capacities:

DIESEL FUEL:
1 each, 2,500 gallon UST.

UNLEADED GASOLINE:
2 each, 10,000 gallon UST.

Estimated Annual Usage:

DIESEL FUEL:
30,000 gallons; 1,300 gallon delivery maximum.

UNLEADED GASOLINE:
115,000 gallons; 8,500 gallon delivery maximum.

D. CITY OF FAIRFIELD

Capacities:

DIESEL FUEL:
2 each, 10,000 gallon tanks for red-dyed CARB ULSD at the Fairfield Facility.

UNLEADED GASOLINE:
1 each, 10,000 gallon tank at the Fairfield Facility.

Estimated Annual Usage:

DIESEL FUEL:
420,000 gallons of red-dyed CARB ULSD at the Fairfield Facility.

UNLEADED GASOLINE:
90,000 gallons at the Fairfield Facility.

E. CITY OF RIO VISTA

Capacities:

DIESEL FUEL:
500 or 1,000 gallons

UNLEADED GASOLINE:
500 or 1,000 gallons

Estimated Annual Usage:

DIESEL FUEL:
35,000 gallons.

UNLEADED GASOLINE:
25,000 gallons.

F. EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA) TRI DELTA TRANSIT

Capacities:

DIESEL FUEL:
(Red-dyed Diesel): 20,000 gallon tank / 18,000 gallon maximum.

UNLEADED GASOLINE:
10,000 gallon tank / 9,000 gallon maximum.

Estimated Annual Usage:

DIESEL FUEL:
(Red-dyed Diesel): Approximately 912,500 gallons per year.

UNLEADED GASOLINE:
Approximately 50,000 gallons per year.

G. MONTEREY-SALINAS TRANSIT (MST)

Capacities

DIESEL FUEL:
2 each, 12,000 gallon tanks located at the Monterey Facility (1 Ryan Ranch Road).
2 each, 12,000 gallon tanks located at the Salinas Facility (443 Victor Way).

UNLEADED GASOLINE:
1 each, 1,000 gallon tank located at the Monterey Facility (1 Ryan Ranch Road).
1 each, 1,000 gallon tank located at the Salinas Facility (443 Victor Way).
_____ located at the MV Salinas Facility (1375 Burton Avenue).

Estimated Annual Usage

DIESEL FUEL:
600,000 gallons Ultra-Low Sulfur Diesel at the Monterey Facility (1 Ryan Ranch Road).
400,000 gallons Ultra-Low Sulfur Diesel at the Salinas Facility (443 Victor Way).

UNLEADED GASOLINE:
20,000 gallons at the Monterey Facility (1 Ryan Ranch Road).
15,000 gallons at the Salinas Facility (443 Victor Way).
350,000 gallons at the MV Salinas Facility (1375 Burton Avenue).

H. SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)

Capacities:

DIESEL FUEL:
4 each, 20,000 gallon tanks at the Metro Facility.

UNLEADED GASOLINE:
1 each, 1,000 gallon tank at the Metro Facility.

Estimated Annual Usage:

DIESEL FUEL
500,000 gallons ULSD at the Metro Facility (underground storage tanks).
300,000 gallons ULSD at the County Facility (wet hose service).

UNLEADED GASOLINE:
20,000 gallons 87 Octane at the Metro Facility (underground storage tank).
0 gallons at the County Facility.

I. SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)

Capacities:

DIESEL FUEL:
4 each, 20,000 gallon underground tanks – North Base
4 each, 20,000 gallon underground tanks – South Base
1 each 900 gallon above ground tank – Administration Offices

Estimated Annual Usage:

DIESEL FUEL:
941,575 gallons – North Base
746,350 gallons – South Base
75 gallons – Administrative Offices

J. SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)

Capacities:

DIESEL FUEL:
4 each, 20,000 gallon underground tanks at the Cerone Division.
4 each, 20,000 gallon underground tanks at the Chaboya Division.
2 each, 20,000 gallon underground tanks at the North Yard.

GASOLINE:
1 each, 20,000 gallon underground tank at the Chaboya Division.
1 each, 20,000 gallon underground tank at the North Yard.

BIODIESEL:

1 each, 20,000 gallon underground tank at the North Yard.

Estimated Annual Usage:

DIESEL FUEL:

2,100,000 gallons at the Cerone Division.

2,500,000 gallons at the Chaboya Division.

1,286,000 gallons at the North Yard.

GASOLINE:

250,000 gallons at the Chaboya Division.

150,000 gallons at the North Yard.

BIODIESEL:

130,000 gallons at the North Yard.

This is a Sample Contract

CONTRACT FOR PURCHASE OF ULTRA-LOW SULFUR DIESEL FUEL

This Contract is made and entered into by and between the Central Contra Costa Transit Authority (CCCTA), an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500, et seq., and _____ (Contractor), a Corporation in good standing under the laws of the State of California as of this _____ day of _____, 2012.

RECITALS

Whereas, the CCCTA issued An Invitation For Bids ("IFB") on January ____, 2012 for the purchase and delivery of CARB Ultra-Low Sulfur Diesel Fuel to be delivered during the term of this Contract and the IFB Documents incorporated as Exhibit A; and

Whereas, Contractor submitted a Bid dated _____, 2012, a copy of which is attached and incorporated as Exhibit B; and

Whereas, the CCCTA Board of Directors has passed resolution _____ 2012-__ to award this contract to Contractor; and

Whereas, the Regional Transit Coordinating Council agencies and other Participating Agencies (collectively "Participating Agencies") listed in Exhibit A will enter into individual contracts with respective low bid Contractors in accordance with Exhibit A.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **Furnishing and Delivery of Specified Diesel Fuel** Subject to the terms and conditions contained herein, the CCCTA agrees to purchase from Contractor and Contractor agrees to sell to the CCCTA CARB Ultra-Low Sulfur Diesel Fuel in accordance with the IFB and Contractor's Bid Form during the initial contract term. Other Participating Agencies may enter into individual contracts with this or other respective low bid Contractors in accordance with Exhibit A.
2. **Incorporation by Reference** The following documents, and each and every term and condition thereof, are incorporated herein by reference as though fully set forth at this point:
 - a. **CCCTA Documents**: CCCTA Invitation For Bids and any addenda thereto. Copies of said documents are attached hereto and marked Exhibit A.

b **Contractor Documents:** Contractor's Bid dated _____, 2012 and is attached hereto and marked Exhibit B.

3. **Precedence of Documents** In the event of any conflict between the documents set forth in Sections 2(a) and the documents set forth in Section 2 (b), the conflict shall be resolved by giving the documents set forth in Section 2 (a) precedence over the documents set forth in Section 2(b).

4. **Compensation and Method of Payment** The cost per gallon of CARB Ultra-Low Sulfur Diesel Fuel shall be in accordance with Exhibit B.

CCCTA shall pay to the contractor the full contract price for each delivery within thirty (30) days after receipt by CCCTA of said delivery and receipt of an approved invoice from Contractor.

5. **Time of Performance** Each delivery shall be completed within twenty-four (24) hours of requested delivery time of an order. Failure to comply with this schedule shall subject Contractor to liquidated damages and such other remedies as shall be available to the CCCTA.

6. **Amendment** This Contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.

7. **Remedies Cumulative** The remedies conferred by this Contract upon the CCCTA are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

8. **Successors and Assigns** This Contract shall be binding upon and inure to the benefit of CCCTA and Contractor and their respective successors in interest and assigns.

9. **Waiver** No waiver of any breach of the terms, conditions, or covenants of this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this Contract.

10. **Notices** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

CCCTA
Rick Ramacier
General Manager

Contractor

Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520

11. **Insurance** Prior to Authority issuing a Notice to Proceed, Contractor shall submit all required insurance certificates to Authority, in accordance with Exhibit A.
12. **Time of the Essence** Time is of the essence in this Contract.
13. **Headings** The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
14. **Severability** In the event any part or provision of this Contract shall be determined to be invalid or unenforceable under the laws of the State of California or of the United States, the remaining portions of this Contract shall nevertheless continue in full force and effect.
15. **Attorneys' Fees** If CCCTA or Contractor bring any action to interpret or enforce this Contract, or for damages for any alleged breach hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees, in addition to all other recoverable damages and costs.
16. **Entire Agreement** It is expressly agreed between CCCTA and the Contractor that this Contract expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this Contract.
17. **Governing Law** This Contract shall be governed and construed in accordance with the laws of the State of California.
18. **Subject to Metropolitan Transportation Commission and the Federal Transit Administration Disbursement** This Contract and any future amendments thereto shall be subject to disbursement of funds to the CCCTA by the Metropolitan Transportation Commission (MTC) and/or by the Federal Transit Administration (FTA). The CCCTA reserves the right to cancel the contract at any time, in accordance with Exhibit A, if adequate funding is not made available for the intended purchases.
19. **FTA Certifications** Contractor shall execute the following certifications for CCCTA:
 - a. Fair Employment Practices Certification
 - b. Lobbying Certification

20. **Non-Discrimination Assurance** The Contractor 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 U.S. 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 CCCTA deems appropriate. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors and subconsultants by including this assurance in all subcontracts entered into under this contract.

21. **Equal Employment Opportunity** In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. Such action shall include, but not be limited to: recruitment or recruitment advertising, employment/hiring, promotion or upgrade, demotion, transfer, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Part 60). Contractor further agrees to include this provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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22. **Assignment** The Contract may not be assigned, transferred, conveyed, sublet or otherwise disposed of without prior consent in writing of the General Manager and the Contractor. The CCCTA may assign the exercise of option buses to various public agencies in accordance with the contract documents.

IN WITNESS WHEREOF, the parties hereunto execute this Contract effective the date set forth above.

Central Contra Costa Transit Authority

(Contractor)

Rick Ramacier, General Manager

by (Signature)

APPROVED AS TO LEGAL FORM
AND CONTENT:

Name, Title (Print)

Madeline Chun, CCCTA Legal Counsel

Attested by (Signature)

Name, Title (Print)

BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

Peninsula Corridor Joint Powers Board (JPB/Caltrain)

Description of Product to be Supplied	OPIS San Jose Avg. Weekly Rack for No. 2 CARB	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price for ULSD Fuel	Estimated Gallons for a 3-Year Term	Estimated Price for a 3-Year Term for Fuel Only
Item A-1 No. 2 CARB Ultra-Low Sulfur Red-Dyed Diesel Fuel	\$_____ per gallon	\$_____ per gallon	\$<_____> per gallon		\$_____ per gallon	11,130,000	Total Item A-1 \$_____

Note: Item A-1 is for **Direct-to-Tank (DTT)** deliveries to **Caltrain's CEMOF Facility in San Jose, CA.**

Description of Product to be Supplied	OPIS San Jose Avg. Weekly Rack for No. 2 CARB	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price for ULSD Fuel	Estimated Gallons for a 3-Year Term	Estimated Price for a 3-Year Term for Fuel Only
Item A-2 No. 2 CARB Ultra-Low Sulfur Red-Dyed Diesel Fuel	\$_____ per gallon	\$_____ per gallon	\$<_____> per gallon		\$_____ per gallon	1,710,000	Total Item A-2 \$_____

Note: Item A-2 is for **Direct-to-Locomotive (DTL)** deliveries to **Caltrain's rail yard at Montgomery Street in Gilroy, CA.** **Do not include any labor costs in the Add On or Deduct per gallon.** Quote the labor cost associated with providing fueling services below in the section for **Item C.**

BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

Peninsula Corridor Joint Powers Board (JPB/Caltrain)

Description of Product to be Supplied	OPIS San Francisco Avg. Weekly Rack for No. 2 CARB	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price for ULSD Fuel	Estimated Gallons for a 3-Year Term	Estimated Price for a 3-Year Term for Fuel Only
Item A-3 No. 2 CARB Ultra-Low Sulfur Red-Dyed Diesel Fuel	\$_____ per gallon	\$_____ per gallon	\$<_____> per gallon		\$_____ per gallon	12,750	Total Item A-3 \$_____

Note: Item A-3 is for **Direct-to-Locomotive (DTL)** deliveries to **Caltrain's rail yard at 7th & Townsend, San Francisco, CA.** Do not include any labor costs in the Add On or Deduct per gallon. Quote the labor cost associated with providing fueling services below in the section for **Item C.**

Description of Product to be Supplied	ITEM B - FUEL ADDITIVE	Unit Bid Price for Additive	Estimated Gallons for a 3-Year Term	Estimated Price for a 3-Year Term for Fuel Additive Only
Item B-1 Fuel Additive	350 Gallons - TMB Fuel Products Group - 76 TMB Diesel Biocide	\$_____ per gallon	525	Total Item B-1 \$_____

BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

Peninsula Corridor Joint Powers Board (JPB/Caltrain)

Description of Service	ITEM C - TRACKSIDE FUELING TIME	Price for Fueling Service	Estimated Hours for a 3-Year Term	Estimated Price for a 3-Year Term for Fueling Service Only
Item C Fuel Truck Trackside Fueling Hours	Estimated hours for labor associated with Direct-to-Locomotive / Trackside fueling at the Caltrain rail yards in San Francisco and Gilroy, CA	\$ _____ per hour	4,875	Total Item C \$ _____

Description of Service	ITEM D - STANDBY TIME	Price for Standby Service	Estimated Hours for a 3-Year Term	Estimated Price for a 3-Year Term for Standby Time Only
Item D Fuel Truck Idle Standby Time	Estimated standby hours associated with providing fuel and fueling services outside of normal delivery times (awaiting locomotive availability) at Caltrain's rail yards in San Francisco, and Gilroy, CA during baseball season and/or unanticipated emergencies.	\$ _____ per hour	360	Total Item D \$ _____

ESTIMATED GRAND TOTAL BID PRICE FOR A 3-YEAR TERM (Add items A-1, A-2, A-3, B-1, B-2, C and D and enter here.)	\$ _____
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BID FORM

Furnishing and Delivering Red-Dyed, Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

Peninsula Corridor Joint Powers Board (JPB/Caltrain)

NOTES:

1. **Standby Time** is defined as the estimated waiting / standby hours associated with providing fuel and fueling services outside of the normal delivery hours stated for Direct-to-Locomotive fueling at Caltrain's rail yards in San Francisco and Gilroy, CA. Normal delivery hours are 6:00 P.M. to 2:30 A.M. , Monday through Friday.
2. The JPB will award a single contract based on **Estimated Grand Total Bid Price for a 3-year term as listed above.**
3. OPIS Rack Average Rate¹ quoted (check to confirm correct index used):
 - () San Francisco, CA for DTL deliveries at 7th and Townsend Rail Yard, San Francisco, CA
 - () San Jose, CA for DTL deliveries at Montgomery Street Rail Yard, Gilroy, CA
 - () San Jose, CA for DTT deliveries at CEMOF, San Jose, CA
4. Bidder must attach documentation of CARB Certification for the Red-dyed, ULSD Fuel²
5. The JPB will consider cash discounts if payment terms allow a minimum of ten (10) calendar days for payment.
6. Cash discounts will not be considered in determining the lowest responsible, responsive bidder.

Cash Discount _____%, Net _____ days

¹ Reminder: in order for a bid to be considered responsive and compliant, bidders must complete the space reflecting the RACK AVG price per gallon of CARB ULS in the tables titled "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES," "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES," and/or "OPIS GROSS CARFG PRICES" based on the PADD 5 wholesale prices for San Francisco, CA; San Jose, CA; or Stockton, CA, as shown in the issue of Oil Price Information Service (OPIS) dated "**Issued 03-01-12.**" Bidders shall indicate which PADD 5 rack is being specified for each product. Bidders must complete the space marked "ADD ON," or the space marked "DEDUCT," or, if the OPIS prices will apply with no addition or deduction, the bidder should check the space marked "BIDDING NET RACK AVERAGE." Bidder must carry out the "ADD ON," or "DEDUCT" factor to ten, one thousandths of a cent (e.g., ".000")

² With respect to all **refined** diesel fuel and gasoline delivered and sold in California, the Participating Agencies understand that Kinder Morgan (KM) tests the product when it is refined, and once again when it reaches its storage destination (KM gathering tanks). The Agencies will accept a written confirming statement from KM that the fuel it will provide the Contractor for resale to the Agencies under this contract meets current California Air Resources Board (CARB) product specifications; and that KM shall make available copies of said test results upon receipt of the Agencies' written request(s). In addition, the Agencies require a copy of KM's Bill(s) of Lading containing a statement confirming that the product being delivered meets current CARB certification.

BID FORM

Furnishing and Delivering Clear Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

Central Contra Costa Transit Authority

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	2,100,000	\$ _____

OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF

BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2012-MA-01-RTCC

City of Davis

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	90,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	345,000	\$ _____

OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF

BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel and Gasoline

2012-MA-01-RTCC

City of Fairfield

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
RED-DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	1,260,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	270,000	\$ _____

OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF

BID FORM

Furnishing and Delivering Clear and Red-Dyed Ultra-Low Sulfur Diesel Fuel and Gasoline

2012-MA-01-RTCC

City of Rio Vista

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
RED-DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	105,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	75,000	\$ _____

OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF to this Bid Form

BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

Eastern Contra Costa Transit Authority (ECCTA) Tri Delta Transit

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
RED-DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	2,737,500	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	150,000	\$ _____

Note: The Estimated Requirement may be a combination of the two types of diesel fuel

- OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF to this Bid Form

BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2012-MA-01-RTCC

Monterey-Salinas Transit

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	3,000,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	1,140,000	\$ _____

OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF

BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2012-MA-01-RTCC

San Joaquin Regional Transit

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	2,400,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	60,000	\$ _____

OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF

BID FORM

Furnishing and Delivering Clear, Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

San Mateo County Transit District (SamTrans)

Description of Product to be Supplied	OPIS <u>San Francisco Avg. Weekly Rack</u> for No. 2 CARB	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price for Clear ULSD Fuel	Estimated Gallons for a 3-Year Term	Estimated Price for a 3-Year Term for Fuel Only
No. 2 CARB, Clear, Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	5,064,000 ¹	Total \$ _____
ESTIMATED GRAND TOTAL BID PRICE FOR A 3-YEAR TERM (Copy from Total above)						\$ _____.	

NOTES:

1. Agency will award single contract based on **Estimated Grand Total Bid Price for a 3-year term as listed above.**
2. OPIS Rack quoted: () San Francisco, CA²
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____
3. Bidder must attach documentation of CARB Certification for the ULSD Fuel³
4. The District will consider cash discounts if payment terms allow a minimum of ten (10) calendar days for payment.
5. Cash discounts will not be considered in determining the lowest responsible, responsive bidder.

Cash Discount _____%, Net _____ days

BID FORM

Furnishing and Delivering Clear, Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

San Mateo County Transit District (SamTrans)

¹Estimated total gallons to be delivered for a 3-year term per location:

- SamTrans, South San Francisco, CA; Bus Maintenance Facility: 2,824,725 gallons
- SamTrans, San Carlos, CA; Bus Maintenance Facility: 2,239,050 gallons
- SamTrans, Administrative Offices, San Carlos, CA: 225 gallons

²Reminder: in order for a bid to be considered responsive and compliant, bidders must complete the space reflecting the RACK AVG price per gallon of CARB ULS in the tables titled "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES," "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES," and/or "OPIS GROSS CARFG PRICES" based on the PADD 5 wholesale prices for San Francisco, CA; San Jose, CA; or Stockton, CA, as shown in the issue of Oil Price Information Service (OPIS) dated "**Issued 03-01-12.**" Bidders shall indicate which PADD 5 rack is being specified for each product. Bidders must complete the space marked "ADD ON," or the space marked "DEDUCT," or, if the OPIS prices will apply with no addition or deduction, the bidder should check the space marked "BIDDING NET RACK AVERAGE." Bidder must carry out the "ADD ON," or "DEDUCT" factor to ten, one thousandths of a cent (e.g., ".000")

³With respect to all **refined** diesel fuel and gasoline delivered and sold in California, the Participating Agencies understand that Kinder Morgan (KM) tests the product when it is refined, and once again when it reaches its storage destination (KM gathering tanks). The Agencies will accept a written confirming statement from KM that the fuel it will provide the Contractor for resale to the Agencies under this contract meets current California Air Resources Board (CARB) product specifications; and that KM shall make available copies of said test results upon receipt of the Agencies' written request(s). In addition, the Agencies require a copy of KM's Bill(s) of Lading containing a statement confirming that the product being delivered meets current CARB certification.

BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

Santa Clara Valley Transportation Authority

Description	OPIS RACK Avg. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Rack Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a 3-Year Period	Estimated Grand Total Bid Price for a 3-Year Period
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	17,658,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	1,200,000	\$ _____
BIODIESEL	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon		\$ _____ per gallon	390,000	\$ _____

OPIS Rack quoted: () San Francisco, CA
 () San Jose, CA
 () Stockton, CA
 () Other [specify] _____

Note: Bidder must attach documentation of CARB Certification for the ULSDF

DIRECTIONS TO CEMOF

Furnishing and Delivering Red-Dyed, Ultra-Low Sulfur Diesel Fuel







2012-MA-01-RTCC



DIRECTIONS TO PENINSULA CORRIDOR JOINT POWERS BOARD'S/CALTRAIN CENTRALIZED EQUIPMENT MAINTENANCE AND OPERATIONS FACILITY (CEMOF)

The "CEMOF Way" entrance to the JPB Centralized Equipment Maintenance and Operations Facility (CEMOF) is located at the corner of Cinnabar Street and N. Autumn St in San Jose, CA. 95110:

FROM SAN FRANCISCO

-  1. Merge onto US-101 S toward SAN JOSE
-  2. Merge onto CA-87 S/GUADALUPE PKWY
-  3. Take the JULIAN ST exit, EXIT 6B, toward ST JAMES ST
-  4. Turn RIGHT onto W JULIAN ST
-  5. Turn RIGHT onto N AUTUMN ST, proceed to end of street
-  6. CINNABAR ST & N AUTUMN ST (Entrance to CEMOF Way; see photo on page 2)

- continued on next page -

DIRECTIONS TO CEMOF

Furnishing and Delivering Red-Dyed, Ultra-Low Sulfur Diesel Fuel

2012-MA-01-RTCC

FROM SOUTH SAN JOSE



1. Take the CAPITOL EXPY WEST ramp



2. Merge onto E CAPITOL EXPY



3. Turn RIGHT onto NARVAEZ AVE.



4. Merge onto CA-87 N via the ramp on the LEFT



5. Take the SANTA CLARA ST/JULIAN ST exit, EXIT 6, toward CA-82/SAN CARLOS ST/AUZERAIS AVE



6. Take the SANTA CLARA ST/JULIAN ST ramp



7. Take the CA-87/GUADALUPE PKWY exit on the LEFT



8. Take EXIT 6B toward JULIAN STREET



9. Turn LEFT onto W JULIAN ST



10. Turn RIGHT onto N AUTUMN ST, proceed to end of street



11. CINNABAR ST & N AUTUMN ST (Entrance to CEMOF Way; see picture page on 2)

Entrance to CEMOF Way at Corner of Cinnabar and N. Autumn Streets

