2027
ULTRA-LOW DIESEL FUEL
87 OCTANE GASOLINE
BID SPECIFICATIONS

ALLEN COUNTY FUEL CONSORTIUM
200 EAST HIGH STREET
LIMA, OHIO 45801

Contents

BIDDERS CHECKLIST 4
SECTION 1: GENERAL INFORMATION 8
SECTION 2 – CONTRACT CLAUSES AND PROVISIONS 12
Late Bids, Modifications of Bid, or Withdrawal of Bids 13
Insurance 13
Subject to Financial Assistance 13
State and Local Law Disclaimer 13
Exclusionary or Discriminatory Specifications 13
Single Bid Response 14
Interest of Members or Delegates to Congress 14
Geographic Restrictions 14
Federally Mandated Clauses for all Contracts 14
No Federal Government Obligations to Third Parties 14
Program Fraud and False or Fraudulent Statements or Related Acts 14
Changes to Federal Requirements 15
Termination Provisions 15
Incorporation of Federal Transit Administration 16
Civil Rights 16
Title VI 16
American with Disabilities Act 16
Equal Employment Opportunity 16
Disadvantaged Business Enterprise (DBE) 17
Demonstration of good faith to obtain DBE Participation 18
DBE Assurance 19
Letter of Intent to Perform as DBE Sub-Contractor 20
Protests Procedures 21
Energy Conservation 21
Non-Collusion 22
Non-Collusion Affidavit 22
Certificate for Federal Tax Liabilities and Recent Felony Convictions 23
Suspension and Debarment 24
Suspension and Debarment Certificate 25
Resolution of Disputes 26
Fly America Requirements 26
Cargo Preference 27
Safe Operations of Motor Vehicles 27
Federally Required Clauses over $100,000+ 29
Lobbyist Regulations 29
Certification Regarding Lobbying 29
Clean Water 30
Clean Air 30
SECTION 3: TECHNICAL SPECIFICATIONS 32
Term of Contract 33
Prices (OPIS) 33

Prices (FIRM FIXED) 33
Evaluation of Bid Prices 33
Documentation of Pricing 34
Safety Data Sheet (SDS) 34
Specifications for Ultra Low-Sulfur Diesel 35
Product Identification Sheet Diesel 37
Specifications for Unleaded Gasoline 38
Product Identification Sheet (Unleaded) 39
AUTHORIZED SIGNATURE 39
Section 4 - Bid Forms 40
Bid Form #1 41
Bid Form 2 42
Bid Form 3 43
Firm/Corporation 44
Bidder Information Sheet 45

BIDDERS CHECKLIST

DOCUMENTS REQUIRING SIGNATURES AND/OR SUBMITTAL WITH BID

_____ ~~**LETTER OF DBE GOOD FAITH (pg.18) (if applicable)**~~

_____ ~~**DBE ASSURANCE (pg.19)**~~

_____ ~~**LETTER OF INTENT FOR DBE (pg.20)**~~

_____ **NON-COLLUSION AFFIDAVIT (pg.22)**

_____ **CERTIFICATE FOR FEDERAL TAX LIABILITIES (pg.23)**

_____ **SUSPENSION AND DEBARRMENT CERTIFICATE (pg. 25)**

_____ **CERTIFICATE REGARDING LOBBYING (pg. 29)**

_____ **HOLD HARMLESS CERTIFICATE (pg. 31)**

_____ **PRODUCT IDENTIFICATION SHEET (diesel) (pg.37)**

_____ **PRODUCT IDENTIFICATION SHEET (gasoline) (pg.39)**

_____ **BID FORM #1 (pg.41)**

_____ **BID FORM #2 (pg.42)**

_____ **BID FORM #3 (pg.43)**

_____ **PROPOSAL FORM #1 (pg.44)**

_____ **BIDDER INFORMATION SHEET (pg.45)**

Allen County Regional Transit Authority is the lead property for this procurement and where all statements referring to ACRTA, Recipient shall be all in the same. All bids will be mailed to the following address:

200 East High St.
Lima, Ohio 45801
(419) 222-5756

TO: ALL BIDDERS FOR: ULTRA-LOW SULFUR DIESEL FUEL
87 OCTANE UNLEADED GASOLINE

FROM: Teresa Brown, Administrative Director
SUBJECT: INVITATION TO BID

BID OPENING DATE: **December 4th, 2026 TIME: 2:00 P.M.**

The attention of bidders is directed to the following:

1. Section 1 - General Information.

2. Section 2 - Contract Terms.

3. Section 3 - Technical Specifications.

4. Section 4 - Bid Forms-to be signed and returned.

All bids MUST be submitted using the consortium's BID FORMS and MUST be signed. Any additional attachments required MUST be attached to the bid forms. Your return envelope MUST be marked **ULTRA LO-SULFUR FUEL BID / 87 OCTANE GASOLINE**.
The consortium reserves the right to reject any and all bids. Bids which do not include the necessary forms will be deemed NON-RESPONSIVE. Such bids WILL NOT be considered or tabulated.

Any questions on the fuel bid should be directed to teresa@acrta.com

Questions will be answered as soon as possible, emailed back to inquiring entity and any other entities who have also responded to the bid, and posted/updated at www.acrta.com.

INFORMATION TO BIDDERS

INFORMATION TO BIDDERS

GOALS AND OBJECTIVES:

The Consortium would like to consider an incentive contract designed to benefit the supplier(s) who remain price competitive. The purpose of this contract is to utilize market trends to more efficiently spend public tax dollars.

The Consortium's goal is to award a contract to a main supplier of the consortium's estimated usage each month based on prices offered on Bid Form 1 or Bid Form 2 & 3.

SECTION 1: GENERAL INFORMATION

1. The Allen County Regional Transit Authority and all Consortium members are political subdivisions of the State of Ohio, providing public services in and around Lima, Ohio.

2. Definitions of RTA (Consortium) and Contractor
RTA as used hereinafter shall mean the Consortium. Contractor as used hereinafter shall mean the successful bidder to whom the contract may be awarded.

3. Contract/Contract Documents
Contract Documents consist of the contract, the invitation to bid, the definitions, the information to the bidders, the specifications, the exhibits and the bid forms including any modifications thereof incorporated in the documents prior to the contract award.

4. Liability
RTA herein is a regional transit authority created and existing under the provisions of Section 306.30 to 306.71, inclusive of the Ohio Revised Code. By virtue of the provisions of Section 306.31 of the Revised Code, the RTA is a political subdivision of the state, and it is understood and agreed that only the corporate entity, Allen County Regional Transit Authority shall be liable hereunder.

5. Advertisement
In accordance with Resolution No. 1980-66 dated July 30, 1980, advertisement for bids for the sale of **Ultra-Low Sulfur Diesel Fuel / 87 Octane** to the Allen County Regional Transit Authority appears in the Lima News under dates of **November 7th and November 21st.**

6. Duration of Delivery
The duration of the proposed contract shall be determined by RTA's selection of an acquisition option (see Price Quotation page).

7. Terms of Delivery
All proposals for supplies shall include delivery to the designated facilities of the Consortium without any additional charge, unless accepted on bid proposal.

8. Bid
Sealed bid packages endorsed **Bid for Ultra-Low Sulfur Diesel Fuel / 87 Octane** to the Allen County Regional Transit Authority, Lima, Ohio, will be received at the office of the Purchasing Department, 200 E. High St. Lima, Ohio 45801 until **2:00 p.m. EST**, by **December 4th, 2026. Bid sheets may be faxed no later than 1:00p.m. EST on December 4th, 2026 to (419) 224-0989. Bid package must be present to be considered responsive.**

9. Form of Bid

Every bid must be made upon the block form of bid attached hereto; must give the price of each and every item bid in figures, and must contain the full name of every person, firm or corporation interested in the bid, the address of the person, firm or the President and Secretary of the corporation bidding; and if the corporation, the bid must give the name of the state in which it is incorporated. (In case of a partnership, the firm name and address, and the name and address of each individual partner must be given.)

Bidders will not be permitted to withdraw the bid after it has been deposited with the Purchasing Department. Written changes will be accepted up to the bid opening time, but only if submitted in a sealed envelope and plainly marked, CHANGE TO BID PROPOSAL FOR (item being bid). DO NOT OPEN UNTIL (time of bid opening).

10. Name of Bidder

Each proposal must be clearly signed with the full name and address of each person, firm or corporation interested in it. In the case of a partnership, the firm name and address, and name and address of each individual partner must be given.

11. Signature of Bidder

The firm, corporation or individual name of the bidder must be signed by the bidder in the space provided for the signature on the proposal blank.

In the case of a corporation, the title of the officer signing must be stated, and each officer must be thereunto duly authorized. In the case of a partnership the signature of at least one of the partners must follow the firm name, using the term "member of firm". In case of an individual, use of the term "doing business as _____", or " sole owner".

12. Explanations Written and Oral

Should a bidder find a discrepancy in, or omissions from, the bid package and/or specifications, or be in doubt as to their meaning, he shall at once notify the Purchasing Department, which will send written instructions.

13. Bid in Effect

All bids shall remain in effect for not less than 60 days from the bid's opening date and time.

14. Decline of Bid

If no bid is submitted, the invitation should be so marked and returned to RTA, Purchasing Department, 200 East High St. Lima, Ohio 45801.

15. Specifications to Be a Part of Bid

Specifications, statements and the requirements which accompany the bids, which are accepted therewith, and which do not conflict with the provisions herein contained, shall be part of any contract that entered into for the purchase of any material or work, or both, herein anticipated by RTA.

16. Consideration of Bids

All proposals received in conformity with these specifications shall, as soon as practicable, be tabulated and shall become a public record, and will be available at RTA, Purchasing Department, 200 E. High St. Lima, Ohio 45801.

17. Rejection of Bid

RTA reserves the right to accept or reject any or all bids, and any part or parts of any bid. In awarding a contract, RTA reserves the right to consider all elements entering into the determination of the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not required by RTA, or irregularities of any kind, may be deemed non-responsive. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing will be considered as the bid.

18. Unacceptable Bids

No bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to RTA upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to RTA, or has failed to perform faithfully any previous contract with RTA.

19. Evidence of Ability to Do Work

Bidders must present evidence to the Purchasing Department when required by it to do so, that they are fully competent and have the necessary facilities and pecuniary resources to fulfill the conditions of the contract, including specifications, which are a part thereof.

20. Fuel Transfer

The transfer of fuel to the Consortium's Facilities and transfer of product from the delivery vehicle to the designated tanks is the sole responsibility of the successful bidder. Any and all spills during transport and transfer of product will be addressed immediately and all clean-up costs incurred will be the responsibility of the contractor.

SECTION 2 – CONTRACT CLAUSES AND PROVISIONS

Adequate Provisions
This contract contains adequate provisions to define a sound and complete agreement.

Proposal Acceptance
Each proposal will be submitted with the understanding that the acceptance in writing by RTA of the offer to furnish the equipment and assembly described therein will constitute a contract between the bidder and the Authority. The contract will bind the bidder to furnish and deliver at the bid price, and in accordance with the conditions of said accepted proposal and specifications for ninety (90) calendar days after the proposal opening.

Taxes
Allen County Regional Transit Authority is exempt from payment of Federal Excise and Transportation Tax and the Ohio Sales, Excise and Use Tax. **Bidders will not include these taxes in their prices.**

Late Bids, Modifications of Bid, or Withdrawal of Bids
Any bid or modification of bid received at RTA's office designated in the solicitation after the exact time specified for receipt will not be considered.

A bid may be withdrawn in person by a bidder or their authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

Insurance
The Contractor agrees to comply with the insurance requirements normally imposed by State and local governments.

Subject to Financial Assistance
The items described in these specifications are to be purchased with the assistance of a grant from the Federal Transit Administration (FTA) and the Ohio Department of Transportation. The award of this contract is subject to a financial assistance contract between the Authority and FTA. The successful bidder will be required to comply with all terms and conditions prescribed for third party contracts in a grant agreement with FTA. This grant contract is available for examination by prospective bidders at the Allen County Regional Transit Authority office.

State and Local Law Disclaimer
The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio and to that end the contract shall be considered as a contract made and to be executed in the City of Lima and the State of Ohio.

Exclusionary or Discriminatory Specifications
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C.~5323(h)(3) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Single Bid Response
If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Interest of Members or Delegates to Congress
In accordance with the requirements of 41 U.S.C.[22] The Contractor agrees that it will not allow any member of or delegate to the Congress of the United States to any share or part of this contract or to any benefit arising there from.

Geographic Restrictions
The Contractor agrees to refrain from using State or local geographic preferences, except those expressly mandated or encouraged by Federal Statute and as permitted by FTA.

Federally Mandated Clauses for all Contracts

No Federal Government Obligations to Third Parties
The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subjected to any obligations or liabilities to any subcontractor, any third-party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub-agreement, or third-party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subcontractor and third-party contract.

Program Fraud and False or Fraudulent Statements or Related Acts
(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
(2) 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.
(3) 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.

Access to Third Party Contract Records
The following access to records requirements apply to this Contract:
1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 CFR § 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Changes to Federal Requirements
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 (34) dated November 26, 2025) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

Termination Provisions
a. Termination for Convenience (General Provision) The Allen County RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Allen County RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the Allen County RTA, the Contractor will account for the same, and dispose of it in the manner the Allen County RTA directs.
b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Allen County RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Allen County RTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
c. Opportunity to Cure (General Provision) The Allen County RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to

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

d. Waiver of Remedies for any Breach In the event that Allen County RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Allen County RTA shall not limit Allen County RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Incorporation of Federal Transit Administration

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding. All contractual provision required by DOT as set forth in FTA Circular C4220.1G, March 20, 2025; are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act or refuse to comply with any of the RTA requests which would cause the RTA to be in violation of the FTA terms and conditions.

Civil Rights

Title VI

Title VI of the Civil Rights Act of 1964. The Bidder agrees to comply with and assure the compliance by it and its subcontractors under this project with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 6321 2000d *et seq* ; U.S. DOT regulations and applicable parts of 49 CFR Part 21.

American with Disabilities Act *(All Contracts)*

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, as amended (ADA , Section 504 of the Rehabilitation Act of 1973, as amended, the Federal Regulations including any amendments thereto: 49 CFR Part 27, 36 CFR Part 1192; 49 CFR Part 38.

Equal Employment Opportunity

In connection with this project, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion transfer, recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

Disadvantaged Business Enterprise (DBE)

1. The Federal Fiscal Year goal has been set by (ACRTA) in an attempt to match projected procurements with available qualified disadvantaged businesses. Allen County Regional Transit Authority goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Allen County Regional Transit Authority as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

No DBE Goal is set for this project as required by the Interim Final Rule issued October 3, 2025. If the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, Allen County Regional Transit Authority may declare the Contractor non-complaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and Allen County Regional Transit Authority that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987 apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of Allen County Regional Transit Authority to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Allen County Regional Transit Authority procurement activities is encouraged.

The Contractor agrees that subcontractors will be paid for satisfactory performance no later than 30 days from receipt of each payment made to the Contractor by ACRTA. And 12689

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, Allen County Regional Transit Authority may declare the contractor non-complaint and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Allen County Regional Transit Authority DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Allen County Regional Transit Authority and will be submitted to Allen County Regional Transit Authority upon request.

(e) Allen County Regional Transit Authority will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. Assistance may include the following upon request:

* Identification of qualified DBE
* Available listing of Minority Assistance Agencies
* Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(a) Disadvantaged business "means a small business concern": ie. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa; ii. "Hispanic Americans",

which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; iii. "Native Americans', which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; iv. "Asian-Pacific Americans", which includes persons whose origins are, from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas; v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

Demonstration of good faith to obtain DBE Participation

To determine whether the Contractor has made good faith efforts to obtain DBE participation on this contract, RTA will consider the following factors:

1) Attendance at the pre-bid meeting, if any meetings are scheduled by RTA, to inform eligible DBEs of subcontracting opportunities under this contract.

2) Advertisement in general circulation media, trade association publications and minority-focus media for at least twenty days prior to projected contract execution. If twenty days are not available, publication for a shorter reasonable time is acceptable.

3) Written notification to DBEs that their interest in the contract is solicited.

4) Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

5) Efforts made to negotiate with DBEs for specific portions of the work, including at a minimum:
The names, addresses, and telephone numbers of DBEs contacted.
A description of the information provided to DBEs regarding work to be performed.
A statement of why additional agreements with DBEs were not reached.

6) Concerning each DBE contractor contacted but rejected as unqualified, the reasons for the Contractor's conclusion.

7) Efforts made to assist DBEs contacted that needed assistance in obtaining required bonding or insurance.

8) Efforts made to use the service of available minority/female community organizations; minority/female contractors' groups; local, state and Federal minority/female business assistant offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

This contract may be terminated by RTA if the Contractor fails to meet the stated DBE goal or demonstrate good faith efforts to do so.

When the Contractor is found to have failed to exert good faith efforts to involve DBEs in the work provided, RTA may declare that the Contractor is ineligible to receive further RTA funds, whether as a contractor, subcontractor, or consultant, for a period of up to three (3) years.

DBE Assurance

In connection with the Contract to be awarded as a result of the Request for Proposal issued by the Allen County Regional Transit Authority for the procurement of:

I hereby certify that I am the _____N/A_____and duly
(TITLE)

authorized representative of_____N/A_____
(NAME OF FIRM)

_____N/A_____
(ADDRESS)

I do hereby assure RTA that I have read and am familiar with the requirements for Disadvantaged Business participation by companies contracting with RTA and that it is the intention of the undersigned to meet such DBE goal.

I understand that RTA has **NOT** established a goal for Disadvantaged Business Enterprise participation on this contract. I further understand that this goal percentage is based on the total dollar value of the awarded contract.

I hereby further assure RTA that the undersigned will complete and submit the Schedule of DBE Participation form with this bid and cause submission of the LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR form prior to the execution of the contract. I understand that this company may not remain in competition unless the Schedule of DBE Participation form is submitted or this company has met the requirements identified on a form titled **Demonstration of Good Faith Efforts to Obtain DBE Participation, proof of which are hereby documented and submitted in lieu of the Schedule of DBE Participation form.**

_____N/A_____
SIGNATURE

_____N/A_____
PRINT NAME

_____N/A_____
DATE

Letter of Intent to Perform as DBE Sub-Contractor

TO: _____**N/A**_____
Name of Prime or General Bidder

_____**N/A**_____
Address of Prime or General Bidder

The undersigned DBE intends to perform work in connection with the above project as (Check one):
_____an individual _____corporation _____partnership _____joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work, items or parts thereof to be performed):

at the following price $_____N/A_____.

The price equals__N/A____% of the total bid price or contract awarded to the prime bidder.

Work or Items By Subcontractor	**Projected Commencement Date**	**Projected Completion Date**
_____	_____	_____
_____	_____	_____

_____N/A_____
_____**N/A**_____
DBE Business Name Signature of DBE Authorized Representative

Address_____**N/A**_____**Date**____N/A_____
No agreement has been entered into between the above-named Prime Bidder and DBE subcontractor wherein the above-named DBE subcontractor has promised not to provide subcontracting quotations to other bidders and proposers.

_____N/A_____
_____N/A_____
Date **Name of Prime or General Bidder**

Protests Procedures
It is the policy of the ACRTA to prepare specifications for invitation to bid or for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reason, the following procedure must be followed to register a proper protest and said procedure shall be part of all solicitations.

STEP 1 - The protest must be made in writing and addressed to the Executive Director no later than three (3) days before the scheduled bid opening or RFP due date.

Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 – The Executive Director shall make all reasonable attempts to resolve the protest prior to the award of a contract; and may reschedule the bid opening date solely at their discretion if deemed necessary. The Executive Director must make their decision no later than ten (10) working days from the date the protest was filed.

STEP 3 - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his Legal Counsel and ACRTA, with ACRTA's Legal Counsel serving as Arbitrator on the matter. Request for such a hearing must be made 15 working days from the original date the protest was filed.

STEP 4 - If the protest is not satisfactorily resolved at Step 3, the person or firm making the protest may appeal, within thirty (30) working days of the original protest date, the matter to the Board of Trustees of the ACRTA. The Board shall hold a hearing within 15 working days on the matter and make a decision at its next regularly scheduled meeting.

The decision of the Board shall be final and binding on all parties.

Appeal of the decision of the ACRTA Board and any request by an adversely affected party must be in writing and submitted to the Federal Transit Administration (FTA) U.S. Department of Transportation.

FTA shall only consider protest appeals where the local protest procedure does not exist, or where the local procedure was not followed.

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

Non-Collusion

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and no effort has been made to fix the bid price of any bidder or to fix any overhead, profit or cost element of any bid price.

Non-Collusion Affidavit

Affidavit of non-collusion:

I hereby swear (or affirm) under penalty of perjury:

(1) That I am the responder (if the responder is an individual), a partner in the responder (if the responder is a partnership), or an officer or employee of the proposing corporation and have the authority to sign on its behalf (if the responder is a corporation);

(2) That the attached proposal or proposals have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to proposal, designed to limit independent proposing or competition;

(3) That the contents of the proposal or proposals have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surely on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

SIGNED_____

FIRM NAME_____

Subscribed and sworn to before me

This_____day of_____, 20____.

Notary Public

My commission expires on_____, 20 .

Responder's E.I. Number_____

(Number used on Employer's Quarterly Federal Tax Return)

Certificate for Federal Tax Liabilities and Recent Felony Convictions

The prospective bidder certifies, by submission of this bid or proposal, that said prospective bidder:

(A) Does not have any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B)Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

_____ ***Signature of Contractor's Authorized Official***

_____ ***Name and Title of Contractor's Authorized Official***

_____ ***Date***

Suspension and Debarment

1. By signing and submitting the certificate enclosed in this bid, the prospective Contractor and his lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material presentation 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, RTA may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "persons," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," persons," "lowered tier covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689 (2 C.F.R. 180 and 1200). You may contact RTA for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed be covered transactions be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.

6. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lowered tier covered transactions.

7. 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 Non-procurement List issued by U.S. General Service Administration.

8. 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.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or debarment.

Certificate on Next Page

Suspension and Debarment Certificate

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R., 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) Have not within a three 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 antitrust statutes or commissions 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-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification)

THE CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature:_____

Title:_____

Date:_____

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Resolution of Disputes, Breaches, or Other Litigation
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Allen County RTA's Co-Executive Directors. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Co-Executive Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Co-Executive Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Allen County RTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

Fly America Requirements ***(Foreign Air Transport or Travel)***
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 sub-recipients 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. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference
The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Safe Operations of Motor Vehicles
The contractor agrees to comply with 23 U.S.C. § 402 note, (62 Fed. Reg. 19217) by: a. adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles, b. shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract. c. shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

Prohibition on certain telecommunications and video surveillance services or equipment
Bidders are prohibited from obligating or expending loan or grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); and telecommunications or video surveillance services provided by such entities or using such equipment; telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation,

reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; and for the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Federally Required Clauses over $100,000+

Lobbyist Regulations

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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. Each tier 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 are forwarded from tier to tier up to the recipient.

Certification Regarding Lobbying

APPENDIX A, 49 CFR PART 200

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's Authorized Official**

_____ **Name and Title of Contractor's Authorized Official**

_____ Date

Clean Water

(1) 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 – 1388 as amended. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Hold Harmless Agreement

The contracted party named below shall indemnify, hold harmless and defend the Allen County Regional Transit Authority, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the public entity, its officers or employees may hereafter sustain, incur or be required to pay, arising solely out of or by reason of any act of omission of the contracted party, its agents, servants or employees, in the execution, performance or failure to adequately perform.

The contractor at all times shall provide insurance to support such defense and indemnification. The coverage shall be in a form and amount sufficient to protect ACRTA. Each certificate or policy shall carry the provision that the insurance shall not be canceled or reduced without prior notice to ACRTA. All insurance required by this paragraph shall be and remain in full force and effect for the entire contract period. The contractor shall furnish evidence of such insurance or in the form of a certificate (ACORD or similar form). The certificate shall list Allen County Regional Transit Authority as an "additional insured".

The Contractor shall also obtain statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all of its employees and provide evidence to ACRTA of premium payment from the Bureau of WC or a copy of the Certificate of Employer's Right to Pay Compensation Directly.

The Contractor shall not commence its operations until it has obtained the required insurance or self-insurance and has received written approval of such insurance.

This agreement must be signed and returned to the Allen County Regional Transit Authority before the contract can be executed.

Company _____

Representative's Signature_____

Date _____

SECTION 3: TECHNICAL SPECIFICATIONS

Term of Contract
The contract shall begin on **January 1, 2027,** and expire on **December 31, 2027** with an option of one (1) additional year.

Prices (OPIS)
RTA may order from the supplier transport truckloads of fuel. Prices will be billed based on the OIL PRICE INFORMATION SERVICE (OPIS) "Pad 2 Gasoline and Distillate Re-seller Prices", and sub-heading ULS Number 2 and UNL. Regular. It will include the quoted differential price, DELIVERY as specified, to our location, and shall be exclusive of all federal, state and local taxes. Supplier shall invoice RTA for NET GALLONS. (**BID FORM #2 & #3)** *The RTA may purchase off the OPIS with differential until it so chooses to lock in Firm Fixed Pricing under the requirements of this contract.*

Prices (FIRM FIXED)
RTA and Consortium also request a firm fixed price per gallon to be honored for the duration of the contract. This price is for the above-mentioned product Number 2 Ultra Lo-Sulfur Diesel and 87 Octane Gasoline and will include DELIVERY as specified to our location and shall be exclusive of all federal, state and local taxes. Supplier shall invoice Consortium members individually for NET GALLONS. **(BID FORM #1)**

Evaluation of Bid Prices
All bids on Bid Form #2 & #3 will be based on a fictitious OPIS Index price of $.5000/gallon to alleviate any confusion in bidder's price. Bidders price differential per gallon will be added to form a tabulated bid price. The tabulated bid price shall include all processing costs, overhead and delivery cost to RTA. The differentials must be taken to the fourth decimal and will be locked in for the duration of the contract. For clarification purposes RTA will tabulate the bids as follows:

EXAMPLE ONLY:	OPIS Average:	$.5000
	Differential:(+ --)	- .0200
`	Tabulated Bid Price	$.4800

Bids shall be evaluated using the estimated volumes of diesel fuel of **238,995** gallons and Regular Unleaded Gasoline of **263,891** gallons in the bid and multiplying by the Tabulated Bid Price. The total will be the figure used in determining the lowest and best bid.

All bids on Bid Form #1 will be based on the suppliers *FIRM FIXED PRICE* per gallon unit of the delivery of Ultra Lo-Sulfur #2 Diesel and Regular Unleaded Gasoline to ACRTA. **ANNUAL FIRM FIXED PRICE WILL BE BASED ON THE NYMEX HEATING OILS CONTRACT AS OF CLOSING ON December 2nd, 2026.** This price will include all processing costs, overhead and delivery costs to RTA and will be honored for the duration of the contract. *The successful vendor will be that of which provides the lowest pricing as of December 4th, 2026 (Bid Opening) and has submitted a responsive and responsible bid package.*

Documentation of Pricing

In the event that the bid pricing is not accepted on the bid opening date, the Consortium members request that the successful vendor FAX to the prospective consortium members revised pricing on Wednesdays and Fridays no later than 2:00 p.m. during each week following the bid opening for a duration lasting until December 31, 2025. The contact name and fax numbers of consortium members are as follows:

Consortium Member	Contact	FAX Number
ACRTA	Teresa Brown	419-224-0989
City of Lima	Warner Roach	419-221-5253
Allen County Engineers	Brion Rhodes	419-227-2920
Shawnee Local Schools	Mike Bosch	419-998-8050
Lima City Schools	Timothy Haller	419-996-3451

Safety Data Sheet (SDS)
It shall be the responsibility of the successful bidder to furnish SDS in relationship to the product that is being provided. If the bidder uses more than one supplier, the bidder shall provide an SDS in reference to each delivery of fuel.

Specifications for Ultra Low-Sulfur Diesel

ASTM Method	Characteristics and Properties	Limits
D 93	Flash Point, ^{0} F	120 min
D 2709 (Note 1)	Water, % Volume	0.02 max
D 86	Distillation Range, Temperature, F (C)	
	90%	565 max
	Final B.P.	610 max
	Recovered Volume, %	98.0 min
D 445	Viscosity, Centistokes @ 100 ^{0} F	36.5 Max
D 482	Ash, % mass	0.01 max
D 130	Copper Corrosion	No 3a, max
D 613	Cetane No.	45%
D1319 or D5186	Aromatics, %	27 max
D 524	Carbon Residue, on 10% distillation residue, mass	0.15 max
D 2622 (Note 4)	Sulfur, (% wt)	0.0015 Max
D 2500 (Note 2)	Cloud Point	-0 F
D 4359	Pour Point	-10 F
D 6468	DuPont Pad Test, Reflectance at 150 ^{0} C, (High Temperature Stability)	70 max
D 2274	Accelerated Storage Stability, mg/L	15 max
D 287	API Gravity	37 to 44 range
D 1298	Specific Gravity, g/ml, @ 60 ^{0} F	0.806 - 0.840 range
D 6078 (Note 3)	Lubricity, Load, gms	3100 min
D 6079	Wear Scar, mm	460 max

Notes to the Table:

1. No free water visible
2. Alternatively, flow may be measured by Low Temperature Flow Test ASTM D 4539 at -20 ^{0} F.
3. Alternatively, lubricity may be measured by ASTM D 6079.
4. Alternatively, Sulfur may be measured by ASTM D 4294.

Page 44 & 46 must be completed & returned with your proposal. If you will provide fuel from more than one (1) oil company, you must submit a copy of page 41 & 43 with the characteristics of each fuel you will supply.

NOTE: Bidders may bid a premium #2 Ultra Low-Sulfur Fuel, a blended Ultra Low-Sulfur Diesel or a #1 Ultra Low-Sulfur which approximates the Allen County Regional Transit Authorities specifications and according to EPA guidelines of 2010. During the months of November through April an anti-gel additive will be included.

NOTE: DELIVERY: Prices are to be quoted F.O.B. to locations as identified.

ACRTA – 240 N. Central Ave. Lima, Ohio 45801	12,000 gal underground diesel tank 12,000 gal underground gasoline tank
City of Lima Street Department 900 s. Collett St. Lima, Ohio 45804	 12,000 gal underground diesel tank 10,000 gal underground gasoline tank
City of Lima Utilities 1047 E. Wayne St. Lima, Ohio 45801	 2,500 gal underground diesel tank 6,000 gal underground gasoline tank
Allen County Engineers 1501 N. Sugar St. Lima, Ohio 45801	 12,000 gal underground diesel tank 10,000 gal underground gasoline tank
Shawnee Schools 3255 Zurhmely Rd. Lima, Ohio 45806	 10,000 gal underground diesel tank 10,000 gal underground gasoline tank
Lima City Schools 600 E. Wayne St, Lima, Ohio 45801	 10,000 gal aboveground diesel tank

NOTE: NET GALLONS: Proposals shall be based upon deliveries of Net Gallons for the entire contract period. Contractor shall deliver and/or invoice to Consortium members for "Net Gallons." Contractor shall be in default of this contract if "Gross Gallons" are delivered and/or invoice to RTA.

In addition, the contractor shall furnish to Consortium members all terminal loading rack meter tickets.

NOTE: Delivery of material will be made only with authorization, by phone from an officer of the properties of the Consortium. Delivery will be made within 48 hours from that authorization to the locations listed above.

Product Identification Sheet Diesel

Product Bid Mfg. by: _____

ULTRA LOW SULFUR

CETANE NO. _____

POUR POINT_____

FLASH POINT_____

VOLATILITY _____

90 CONDENSED_____

FINAL B.P. _____

SU VISCOSITY @100 F. _____

WATER & SEDIMENT_____

ASH CONTENT_____

TOTAL SULFUR_____

CARBON RESIDUE_____

POUR POINT_____

COLOR_____

_____
AUTHORIZED SIGNATURE

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR PROPOSAL.

Specifications for Unleaded Gasoline

Product Identification Sheet (Unleaded)

Product bid Mfg. by _____

_____

_____

Type: Unleaded (lead free) Regular Gasoline Petroleum Product

Octane: $\frac{R + M}{2}$: Minimum of 87

Evidence of unsatisfactory gasoline performance shall be cause for contract termination.

_____

AUTHORIZED SIGNATURE

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR PROPOSAL.

Section 4 - Bid Forms

PROPOSAL SHEET FOR DIESEL FUEL & 87 OCTANE GASOLINE

FIRM FIXED PRICE

Bid Form #1

Each Property reserves the right to reject any and/or all proposals and to rebid at any time.
This is a joint purchase, and each Government Authority has the right to award or not award a contract. If an award is made the Contractor(s) will enter into separate firm fixed price contracts with each organization. Bidder responding agrees to furnish the product as specified within the specifications.

Property	Annual Est. Quantity	Annual Est. Quantity
ACRTA	101,785+/-gal Diesel $_____	112,860+/-gal 87 Octane Gasoline $_____
Allen County Engineers	35,000+/-gal Diesel $_____	25,000+/-gal 87 Octane Gasoline $_____
City of Lima Street	41,431+/-gal Diesel $_____	68,758+/-gal 87 Octane Gasoline $_____
City of Lima Utilities	22,279+/-gal Diesel $_____	47,273+/-gal 87 Octane Gasoline $_____
Shawnee LSD	31,000+/-gal Diesel $_____	10,000+/-gal 87 Octane Gasoline $_____
Lima City Schools	7,500+/-gal Diesel $_____	

Please refer to tank locations and size of tanks on page 36.

Indicate adjustments to above pricing for payment

- **Within 7 days of delivery** _____
- **Between 8 and 14 days of delivery** _____
- **Between 15 and 21 days of delivery** _____
- **Between 22 and 30 days of delivery** _____
- **Beyond 30 days of delivery** _____

NOTE: BIDDER SIGNING BELOW AGREES TO PROVIDE THE ABOVE-NOTED PRODUCT AT THE PRICE QUOTED. PRICES QUOTED ARE EXCLUSIVE OF ALL TAXES AND MUST INCLUDE ANY AND ALL DELIVERY COST, ADDITIVE COST, AND ENVIRONMENTAL REGULATORY COST.

OFFICER OF CORPORATION PROPOSING MUST SIGN PROPOSAL.

_____ _____
FIRM/COMPANY NAME DATE

_____
NAME TITLE SIGNED BY

_____
ADDRESS CITY/STATE/ZIP CODE

_____
PHONE NUMBER FAX NUMBER EMAIL ADDRESS

SIGNED IN MY PRESENCE, THIS _____ DAY OF _____, 20_____ BY

_____
SIGNATURE OF NOTARY

(This form must be returned with bid.)

Bid Form 2

(OPIS)

ALLEN COUNTY REGIONAL TRANSIT AUTHORITY
AND CONSORTIUM

To the Allen County Transit Authority
`

Proposal for **Ultra Low Sulfur Diesel Fuel #2**
The undersigned proposes to furnish to the Allen County Regional Transit Authority the following merchandise in accordance with the conditions and requirements of the plans and specifications therefore, which have heretofore been examined, for the following prices, to wit:

THIS IS A REQUIREMENT CONTRACT

QUANTITY	ITEM	PRICING	
251,466 Gallons	Ultra Low-Sulfur Diesel	OPIS Average	$.5000
		Differential (+ -)	_____
		Tabulated Gallon Bid Price	_____

DELIVERY: Net Gallons, F.O.B. to: ***Please refer to tank locations and size of tanks on page 38***

DELIVERY HOURS: Monday through Friday 8:00a.m. to 4:00p.m.

I certify that item(s) Bid meet all requirements specified by the ACRTA and the Consortium members and that the options stated are acceptable.

_____
AUTHORIZED SIGNATURE

Prices quoted are exclusive of all taxes
(This form must be returned with bid.)

Bid Form 3

(OPIS)

ALLEN COUNTY REGIONAL TRANSIT AUTHORITY

To the Allen County Transit Authority
`

Proposal for: **87 Octane Unleaded Gasoline**
The undersigned proposes to furnish to the Allen County Regional Transit Authority the following merchandise in accordance with the conditions and requirements of the plans and specifications therefore, which have heretofore been examined, for the following prices, to wit:

THIS IS A REQUIREMENT CONTRACT

QUANTITY	ITEM	PRICING
233,020 Gallons Annual	87 Octane Unleaded Gasoline OPIS Average	$.5000
	Differential (+ -)	_____
	Tabulated Gallon Bid Price	_____

DELIVERY: Net Gallons, F.O.B. to: ***Please refer to tank locations and size of tanks on page 38***

DELIVERY HOURS: Monday through Friday 8:00a.m. to 4:00p.m.

I certify that all item(s) bid meet all requirements as specified by ACRTA and all Consortium members and that all options stated are acceptable.

_____
AUTHORIZED SIGNATURE

(Prices quoted are exclusive of all taxes)

Proposal Form 1

The undersigned agrees that if he is awarded the contract, he will make every reasonable effort within fourteen (14) days after being notified thereof, to enter into a written contract with the respective organizations or an authorized representative, to furnish the merchandise as specified for the prices provided for in said proposal.

If the proposal shall be accepted and the contract awarded by the Allen County Regional Transit Authority, and undersigned shall fail to execute satisfactory contract, as required, within the time above specified then the Consortium may, at its option, determine that such bidder is in breach and therefore the Proposal and the acceptance thereof shall be null and void and ACRTA shall be entitled to liquidated damages.

In all cases sign below, **FIRM, Corporation** or **INDIVIDUAL** name. In the case of a firm or corporation, the **NAME** and **TITLE** of the officer signing **MUST BE SIGNED**, and the state where the Company is incorporated **MUST BE STATED.**

_____

Firm/Corporation

_____ _____

Signature of Bidder **State Where Incorporated**

<u>THIS PROPOSAL MUST BE SIGNED</u>

Bidder Information Sheet

NAME OF BIDDING COMPANY: _____

NAME OF CONTACT PERSON: _____

PHONE NUMBER_____FAX NUMBER_____

EMAIL ADDRESS (OPTIONAL)_____