City of Shreveport

INVITATION FOR BID

(SPORTRAN 2022 REAR LIFT MODIFIED VANS) (IFB) #22-048

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**NOTE:** THE REQUIRED COS BID FORM LISTED ABOVE MUST BE RETURNED WITH BID. SHOULD ALSO RETURN ONE COPY. IF ANY OF THE ABOVE COS BID FORMS ARE OMITTED, THEN YOUR BID MAY NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below should not be returned with your bid. It shall remain part of the bid by reference only.

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INDEX OF REFERENCE ITEMS NOT INCLUDED HEREIN THAT ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.


The General Contract Clauses (Section 20), the Standard Instructions/Conditions for Request for Proposals (Section 30) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at www.shreveportla.gov (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

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AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID

DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED

INVITATION FOR BID (IFB)
City of Shreveport

BIDS MUST BE DELIVERED TO:
City of Shreveport
Office of the Purchasing Agent
Government Plaza-Suite 610
505 Travis Street
Shreveport, LA 71101-3042

OR GO TO BIDSYNC.COM TO SEND ELECTRONIC BID

***NOTE***

BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON: June 7, 2022

THEN PUBLICLY OPENED

THIS IS NOT AN ORDER

Bid Number
IFB # 22-048

BID TITLE:
SPORTRAN 2022 LOW FLOOR MODIFIED VANS

PREBID CONFERENCE: N/A

EMAIL QUESTIONS TO: Dereka.Abner-Mims@shreveportla.gov

7 working days before the opening or fax to: 318-673-5408

BID BOND IS NOT REQUIRED.

Estimated Expenditure: $450,000 per year

Bids received after the time specified for opening cannot be considered for an award.

COMMODITY BIDS

For paper bids, if you do not provide all of the required COS Bid Forms or the information required on the bid forms, then your bid may be declared as non-responsive. The bid forms are clearly identified as COS Bid Form #1, 2 & etc. near the top right of the page. If you have any questions, please call DeReka Abner-Mims at 318-673-5455.

ELECTRONIC BIDS/BID NOTICES

Bid/Proposal notices will no longer be mailed to contractors/vendors by the Purchasing Office. The City of Shreveport’s listing of current bids (IFB), requests for quotes (RFQ), requests for proposals (RFP), and statements of qualifications (RFS) (hereinafter bids) will be posted on BidSync.com. To view the general bid information and receive bid notices by email, you will have to register with BidSync. Registration is free. Vendors/Contractors (vendors) will now have the option to submit their bids & bid bonds, electronically or by paper copy. If you wish to view/download the entire bid package and submit electronic bids, you may do so for an annual fee. There is also a fee for a digital signature. It takes about two weeks to get a digital signature. Allow additional time to set up the digital signature in BidSync. Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidSync shall be the official source for bid documents.

Vendors who decide to pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. Submitting bids electronically can save thousands of dollars in express mail fees, plan fees/deposits, travel, postage, labor, and the cost of paper. To register please go to: https://www.bidsync.com. If you need help registering or with training or completing an e-bid, please call 800-990-9339 (M-F). Contractors who submit e-bonds will need to pay an annual fee for electronic bid bonds. If an electronic bid is submitted, provide your contractor’s license number when the bid with alternates amounts to $50,000 or more. To request copies of bids by email, send your request to dereka.abner-mims@shreveportla.gov.

The City of Shreveport reserves the right to reject any or all bids and to waive minor informalities.

Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the bid opening at (318) 673-5450
BID PRICES/SIGNATURE PAGE
(RETURN ONE ORIGINAL AND ONE COPY WITH YOUR BID)

COS BID FORM #1

I agree to furnish all items for the prices as listed below in accordance with all the specifications, terms and conditions listed herein, or with exceptions as listed on the deviation page.

IFB 22-048 Bid Title: SporTran 2022 Rear Lift Modified Vans

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>EST. AMT. (A)</th>
<th>U/M</th>
<th>COMMODITY</th>
<th>UNIT PRICE (B)</th>
<th>TOTAL PRICE (C)</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>6</td>
<td>EA</td>
<td>2022 Rear Lift Modified Vans</td>
<td>$</td>
<td>$</td>
</tr>
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Total Price: A x B = C

Estimated delivery time is: ________________ after receipt of purchase order.

Additional units may be purchased by the City at the same prices listed above for as long as these models are available or until: ________________, 20__. If date is not provided, then prices will be guaranteed for as long as the above models are available. If mutually agreeable with successful bidder and other public agencies this bid will be made available to them.

Maintenance and repairs facility is located within _____ miles of Shreveport, Louisiana. (Maximum of ____ miles.)

The City reserves the right to renew any resultant contract(s), if mutually agreeable with the contractor, for four additional years in one year increments with price changes limited to paragraph 7, Price Changes, in the Special Instructions to Bidders herein.

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 45 days). In compliance with the Invitation, and subject to all conditions thereof, the bidder offers and agrees, if this bid is accepted within 45 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery F.O.B destination "ON AN AS NEEDED BASIS"

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the bidder, this is to attest that the undersigned is a duly authorized representative of the above captioned firm, corporation, or business and has read Sections 10, & 20, as referenced on the previous page.

BIDDERS NAME/ADDRESS: NUMBER OF ADDENDA RECEIVED (IF NONE-write 0 or N/A or none, etc.):

N/A OR:

AUTHORIZED SIGNATURE(MANUAL): AUTHORIZED SIGNATURE(TYPED OR PRINTED):

TITLE: DATE:

PHONE NUMBER(S) EMAIL ADDRESS:

Provide Deviations from terms, conditions, provisions and specifications below & on extra page, if applicable:
CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES

1.0 BROCHURES
1.1 If specifications or descriptive papers are submitted with bids, enter bidders name thereon.

2.0 SAMPLES
2.1 Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS
3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page two.
3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.
3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.
3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agents office.
3.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.
3.6 The City shall not be legally bound by an addendum or interpretation that is not in writing.
3.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than of twenty-one working days.

3.8 It shall be the Bidder’s responsibility to make inquiry as to the addenda issued.

4.0 DELIVERY ARO
4.1 Show delivery time required after receipt of order (ARO), in appropriate space provided on page three.

5.0 DELIVERY TERMS
5.1 The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid.
5.2 The term f.o.b. destination shall mean delivered, removed from the crate, placed inside of building, and title taken to after acceptance.
5.3 Most City buildings do not have loading docks.

6.0 QUANTITIES
6.1 Whenever quantities or usages are provided by the City, these are estimates only.
6.2 No guarantee or warranty is given or implied by the city as to the total amount that may or may not be purchased from any resulting contracts.
6.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

7.0 PRICE CHANGES
7.1 Prices will be firm for the minimum period as specified in the solicitation document.
7.2 After the first year of the contract or the guaranteed price date shown on the bid form, whichever is longer, the Contractor may request price increases that are limited to the increase in the Contractors actual documented cost of doing business to be approved by the soliciting department head and the Purchasing Agent.
7.3 Written requests for price increases must be sent by Certified Mail-Return Receipt Requested.
7.4 The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best bidder or to solicit new bids.
CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

7.5 No increase will be effective until approved in writing by the Purchasing Agent.
7.6 Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract.
7.7 Any decrease in pricing shall not be less than the appropriate CPI or PPI.

8.0 AWARD CRITERIA

8.1 The award will be made to the lowest responsible and responsive bidder(s) according to the criteria designated in the Invitation for Bid.
8.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):
8.2.1 The quality of performance/workmanship of previous contracts, services, equipment or products, or references which attest to the specific experiences of others.
8.2.2 The timely completion of previous contracts or services or the timely delivery of past orders, or references which attest to the specific experiences of others.
8.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
8.2.4 The City reserves the right to conduct on-site inspections of any bidders facilities prior to award and the results of said inspection will be considered by the City in determining bidders capabilities of successfully administering to this contract.
8.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
8.2.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
8.2.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
8.2.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
8.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.
8.2.10 Product or parts inventory capability as it relates to a particular bid.
8.2.11 Results of product/equipment testing.
8.2.12 Warranty - Terms and Conditions.
8.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
8.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
8.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
8.2.16 A record of amicable relations with labor.
8.2.17 An adequate supply of equipment in good operating condition.

9.0 Evaluation

9.1 Bids may be made for one lot only, or for as many lots as the bidder can supply.
9.2 Awards will be made by complete lots and may be made to one or more bidders.

10.0 Evaluation of Bids for Multiple Awards

10.1 In addition to other factors, bids will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards).
10.2 For the purpose of making this evaluation, administrative costs to the City for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative costs.
CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

11.0 Alternates

11.1 When alternates are requested, the City reserves the right to select the bid with or without these, whichever will be in the best interest of the City.

12.0 REJECTION

12.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.

12.2 The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or its entirety this bid, if it is in the best interest of the City to do so.

12.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, or due to the noncompliance of the BID SPECIFICATION

12.4 In addition, the City reserves the right to declare any bid non-responsive that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the City.

13.0 Rejection of Lowest Bid

13.1 Substantial negative findings from the Bid Evaluation as listed above, and/or the factors as listed below, may result in the disqualification of the lowest bid, if in the best interest of the City of Shreveport.

13.2 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.

13.3 Greater service costs for the low bid item.

13.4 Longer service time for the low bid item, which would cause longer down time of the item.

13.5 Proven reliability of the higher bid item.

13.6 Compatibility of the higher bid item with existing equipment.

14.0 DISQUALIFICATION REVIEW BOARD (City of Shreveport Code of Ordinances Sec. 26-265)

14.1 When a contractor has been given notice of possible debarment based upon Sec.26-265 and/or disqualification, the contractor may submit a written appeal to the Purchasing Agent for review by the Citys Disqualification Review Board.

14.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.

14.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.

14.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent, and the Director of Using Department.

14.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.

14.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.

15.0 OPERATIONAL MANUALS

15.1 When bidding on equipment, the successful bidder shall be required to furnish one copy of the operational manual and warranty with each type of unit delivered, and one additional copy of the operational manual shall be sent to: Risk Manager, 505 Travis Street Suite 620, Shreveport, LA 71101-3042.
CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

16.0 BRAND NAMES

16.1 Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.

16.2 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.

17.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney Generals Opinion No. 95-155)

17.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).

18.0 PAYMENTS DUE THE CITY

18.1 Section 26-211 of the City’s Code of Ordinances requires the following:

18.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.

18.1.2 No contract to which the city is a party shall be awarded to any person who:

18.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or

18.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or

18.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.

18.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

18.1.7 Bids/proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

19.0 GOVERNING PRICES

19.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

19.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

20.1 By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

21.0 JOINT VENTURE

21.1 If the bidder is a joint venture, provide the following information:

21.1.1 Date of formation

21.1.2 Name and address of each venture partner

Page 7 of 35
21.1.3 Principals of each venture partner
21.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
21.1.5 Bidder shall include a copy of the Joint Venture agreement as an attachment to the bid.

22.0 BID ENVELOPE
22.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City’s address.

23.0 RECEIPT OF BIDS
23.1 The City does not receive bids on holidays and weekends.

24.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY
24.1 Contractor warrants that all materials and/or products produced by Contractor hereunder will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against the City, the City shall promptly notify Contractor, and Contractor shall defend such claim, in the City’s name, but at Contractor’s expense, and shall indemnify the City against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.
** This affidavit is submitted to document compliance with Shreveport City Code 26-211. **

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

authorized representative of:

with a Federal Tax Identification Number (EIN) of:

and with a current email address of:

who does hereby state as follows, to-wit:

1. Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term “own” shall mean to be the last record owner of the property prior to a tax sale or adjudication.

2. Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.

3. Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.

4. Business Entity or Person will provide written notification to the City’s Purchasing Agent no later than the next work day after any of the above statements becomes invalid.

5. Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY:

Printed Name: ________________________________
Title: ________________________________

SWORN TO AND SUBSCRIBED BEFORE ME, this ____ day of ________________, 20____.

Notary Public

Notary Identification Number or LA Bar Roll Number

*******************************

Mail original affidavit via U.S. mail or Deliver via other carrier or hand-delivery to:

Purchasing Division
505 Travis St., Suite 610 | Shreveport, LA 71101

Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

** Form Revised 12/19/2019 **
City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

This document must be furnished by the lowest responsive Bidder in a separate envelope, or by fax, or e-mail not later than then 10 days after the bid opening. Failure to submit at the specified time may result in the bid being declared as non-responsive. Do not submit with your IFB document.

IFB Number: ____________

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a Bidder on the above project, does hereby attest that:

1.1 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

1.2 Public bribery (R.S. 14:118)
1.3 Extortion (R.S. 14:66)
1.4 Corrupt influencing (R.S. 14:120)
1.5 Money laundering (R.S. 14:23)

2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

2.1 Theft (R.S. 14:67)
2.2 Identity Theft (R.S. 14:67.16)
2.3 Theft of a business record (R.S. 14:67.20)
2.4 False accounting (R.S. 14:70)
2.5 Issuing worthless checks (R.S. 14:71)
2.6 Bank fraud (R.S. 14:71.1)
2.7 Forgery (R.S. 14:72)
2.8 Contractors; misapplication of payments (R.S. 14:202)
2.9 Malfeasance in office (R.S. 14:134)

3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a Bidder on the above project, does hereby attest that:

3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

And, executes this document as:

Company Name: ____________________________________________________________
Address: ___________________________________________________________________
Phone Number: __________________ FAX Number: _____________________________
By: _______________________________________________________________________
     Signature of Authorized Owner or Representative   Title   Date

Print Name: ___________________________________________ E-Mail Address: _____________
Fax to: 318-673-5408

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FROM:

________________________

________________________

________________________

License # __________________________


PLEASE RUSH TO:

CITY OF SHREVEPORT
OFFICE OF THE PURCHASING AGENT
505 Travis Street-Suite 610
SHREVEPORT, LOUISIANA 71101-3042

SEALED BID FOR:

IFB Number: ______________________

Project Name: ______________________

Opening Date: ______________________

Attention: Use this format on the outside of your container when responding with a paper bid.
We do not accept faxed responses for formal solicitations!
Detailed Specifications

**Note to Bidder:** It is the responsibility of the bidder to request approved equals and/or ask clarifying questions in advance of the deadline for questions listed in the IFB.

1.0 **GENERAL REQUIREMENTS**

1.1 These specifications describe the minimum requirements for a gasoline-fueled seven (7) passenger ADA van, one (1) driver, two (2) wheelchair spaces, rear interior lift with standard equipment. This equipment shall be new, a current year production model that has never been titled, and must meet all State and Federal safety standards in effect at time of delivery. Any items, appearing in the manufacturer’s regular published specifications furnished by the Bidder are assumed to be included in the “Bidder’s Proposal”. Any additions, deletions, or variation from the manufacturer’s regular published specifications must be outlined in an attached letter; however the vehicle will still be required to meet the specifications outlined in this IFB and any amendments/approved equal determinations.

It is the intent of these specification and sketch to describe a modified all-window van use in Federal Transit Administration-supported paratransit service. The vehicles shall be aesthetically pleasing in design with attention to the workmanship and details. Also of concern will be the ease in boarding, passenger comfort, visibility, and safety to both passengers and driver. Parts for the body, chassis and equipment that the vendor proposes to furnish in the vehicle shall be readily available at a convenient source with a minimum of downtime.

**ALL VEHICLES DELIVERED IN ACCORDANCE WITH THIS SPECIFICATION MUST MEET THE NECESSARY REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT HEREIN REFERRED TO AS ADA.**

If additional features are required to meet the Buy America content requirements, bidders must include those features in their base price. Such features will be accepted as long as they meet or exceed the minimum specifications provided herein and/or are approved request for equals.

1.2 **All Standard and Common Features Shall be Furnished:** Standard and common features, some related to safety and others to driver and passenger convenience, which are generally provided in a transit vehicle without customer stipulation shall be provided. Those features include but are not limited to: adjustable instrument lights, interior sun visors, exterior backup lamps, two-speed windshield wipers, windshield washers, windshield defroster, coolant recovery system, etc. Standard and other common features if not specifically stated shall not be interpreted as items that can be omitted to reduce price or to provide any other bidding advantage. The vehicles and all related equipment shall be designed to permit ready accessibility for maintenance purposes with minimal disturbances of other components and assemblies. All vehicles supplied under these specifications shall be in full compliance with Federal Motor Vehicle Safety Standards as established by the Department of Transportation and FTA guidelines.

1.3 The BIDDER has sole responsibility for, and shall provide the vehicle as specified with all certifications, warranties, and special equipment to The Agency as a completed vehicle.

2.0 **MANUFACTURER’S EXPERIENCE**

The manufacturer must be able to verify their history of construction with their style of body manufacturing over 200 units. It is not the intent of the purchaser to accept a bus that has not been fully tested in the marketplace.

3.0 **NO PROTOTYPES:**

Vehicle must be a current production Model type van that has been in Production for a minimum of one year.

4.0 **BODY STRUCTURE:**

Standard van body shall meet all stated specification. The vehicle shall be reinforced such that the structural of the basic van is not degraded.

4.1 Absolutely No cutting, Welding, or drilling will be allowed on high strength chassis structure such as Structural high strength Boron Steel.

4.2 Vehicles shall meet all applicable requirements of the Americans with Disabilities Act (ADA) As set forth in CFR 37 and 38, issued September 6, 1991, with respect to the body.
5.0 OEM Chassis Frame and Body:
Ford Transit 350 all-window van with dual rear wheels or Approved Equal. The wheelbase shall be not less than 147 inches and the overall length shall be not less than 236 inches. Roof height must provide not more than 82 inches and not less than 72 inches of headroom in the entire vehicle. Must meet FMVSS 220.

6.0 Doors:
6.1 The vehicle shall be equipped with an electric front "bus style" 36-inch passenger entry door that complies with ADA and FMVSS requirements, including changes to the FMVSS Ejection Mitigation requirements. Steps shall have a 9" rise by 9" run. Door shall be a two-section door equipped with elastomeric material on each section that overlaps to form a tight seal. Entrance door system shall include exterior keyed entry. The door frame or a rain molding shall extend over the doorframe to prevent water intrusion. The operation of the entrance shall be controlled from the driver’s position. The entry doors shall open to a minimum of 90 degrees, with a clear opening of not less than 33". The door glass shall be see-through, tinted (AS-2) safety glass, and shall be full-length sections. The door mechanism must be accessible through a service door above the doors. Entry door shall not be operable unless the vehicle is in park.

6.2 Stainless Steel Assist Handrails on the interior left and right of the doorway structure shall be included. Stainless steel grab rails shall be installed parallel to the ramp on left and right panels of passenger entrance door for use by passengers entering and exiting the van.

6.3 An L.E.D. Light that automatically illuminates when the doorway is opened shall be included.

6.4 In addition to the front passenger and driver side doors there shall be a set of double swing doors with windows and locks in the rear. The doors shall be capable of opening from the inside of the van.

7.0 Wheelchair Lift and Securement:
7.1 The complete wheelchair lift unit shall be a Braun or Ricon fully automatic, including folding and unfolding of the platform and shall be electric powered or electro-hydraulic powered. The lift shall be rated by the manufacturer as sufficient to lift 1000 pounds.

7.2 The overall depth of the lift assembly in the stored position inside the vehicle shall not exceed 15” when measured at the floor level from the lift entry doors. No component accessory to the lift shall extend more than 21”.

7.3 Lift and vehicle must meet all ADA requirements and FMVSS 403 and 404.

7.4 If the lift assembly incorporates a crossbar over the top, it shall be above the door opening.

7.5 The wheelchair lift assembly shall be mounted on the rear interior of the vehicle. Exterior lifts will not be accepted in this specification.

7.6 All manual operations for the lift shall be on the right side looking in the vehicle. The entry for the lift shall be behind the rear axle on the vehicle.

7.7 A positive factory installed locking device shall be installed to hold the door or doors for the lift entry in the open position. No add-on locks or rubber band type locking devices will be allowed.

7.8 A down-pressure cut-off device shall be installed to stop the downward movement of the platform on contact with the ground if this mode power activated. Jacking of the vehicle by the lift shall not be allowed.

7.9 The lift platform shall stop automatically at the floor level of the vehicle for loading and unloading of wheelchair passengers. A light shall be installed inside the vehicle over the lift area.

7.10 Power lift shall have provision for emergency fold out, lowering, rising, and fold-in.

7.11 Vehicle shall be equipped with vehicle brake interlock system. The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged.
7.12 The vendor shall furnish with each installed wheelchair lift assembly one complete set of operating instructions, troubleshooting guide, inspection and service guide, and detailed parts list. The vendor shall furnish a complete schematic wiring diagram covering all electrical circuits, complete with wiring codes. The vendor shall furnish with each installed wheelchair lift a complete schematic diagram of all hydraulic circuits installed.

7.13 The lift access doors shall provide a minimum of 60” head clearance and shall be a minimum of 40” wide. These doors shall be securely attached to the vehicle and shall not leak water. When in the full open position, the doors shall be equipped with a device to prevent doors from closing when the lift is in motion.

8.0 **DOOR LOCKS:**
All doors shall be equipped with a lock.

9.0 **DRIVER’S DOOR AND CO-PILOT’S DOOR:**
Must have Power windows and Power door locks

10.0 **RUNNING BOARDS:**
Vehicle must have Extra Heavy-duty Running Boards for Driver door and Co-Pilot’s door.

10.1 The steps shall be constructed of galvanized one inch square 11 gauge steel tubing or angle iron and have cross center braces and be tested at 800 lbs.

10.2 The steps surface shall be made of expanded galvanized steel to allow debris and water run-off.

10.2.1 The steps shall be properly braced and secured to the van and be capable of supporting a Minimum of 800 lbs.

11.0 **HANDRAIL:**
Handrails must be stainless Steel that will not rattle or Flex and mounting bolts shall be bolted into stainless steel.

11.1 Handrails (left and right) of the front passenger door shall be provided. Cross-sectional diameter of handrail shall be between 1 ¼” and 1½”.

11.2 Entrance handrails shall not be padded.

11.3 Must have at minimum a wall thickness of 18 gauge steel.

11.4 Wood mounting is not allowed.

12.0 **INTERIOR:**
All interior panels, materials, and treatments shall meet all FMVSS 302 requirements.

12.1 Interior wall and ceiling paneling in passenger compartment shall be molded ABS plastic.

12.2 The Drivers Side Ejection Mitigation Air Bag shall be retained.

13.0 **FLOOR ASSEMBLY:**
The lowered subfloor structure shall consist of 2” x 2” tubular steel with ¼” plate steel subfloor. The use of plywood for a subfloor will not be accepted.

13.1 The floor covering shall be wall-to-wall hard fire-resistant slip-resistant, transit quality flooring securely bonded to the plate floor with waterproof adhesive.

13.2 Acceptable Flooring Brands are Altro, or other Approved Equal.

14.0 **SLIP-RESISTANT FLOOR COVERING:**
Floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide and optional PVC chip blended throughout a high-quality vinyl wear surface.
14.1 Top coating is not acceptable.

14.2 Backing to be polyester/cellulose material with fiberglass fiber reinforced center scrim for additional durability.

14.3 Bacteriostats will be incorporated providing all exposed surfaces with excellent anti-bacterial properties.

14.4 Must be Altro Meta or Approved Equal with a minimum thickness of 2.2 millimeters or equivalent

14.5 Color to be selected during pre-production meeting.

14.6 The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction under dry or wet conditions.

14.7 Seams must be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards.

14.8 Landing area and step edgings are to be yellow safety vinyl edging.

14.9 Edging is to be heat welded to the main floor and step tread to provide for a long lasting seam.

14.10 The floor must be installed according to manufacturer’s directions using proper tools, accessories and adhesives.

NOTE: If the flooring is not installed according to the flooring manufacture (heat welded and adhesives) specifications the vehicle will not be accepted.

15.0 DRIVER CONTROLS:
Instrument panel, dash controls and features to be included;

15.1 Dash shall be color coordinated with interior trim color.

15.2 Glove box

15.3 All controls and switches shall be within easy reach of the driver.

15.4 Overhead switches or controls must be in easy reach of driver.

15.5 Lights in lieu of gauges are not acceptable except where noted.

15.6 Power door locks with remote entry and Two Keys and Two Fobs are required

15.7 Power windows are required

15.8 Power / Heated mirrors with turn signal flashers are required

15.9 A tilting telescopic steering wheel shall be included

15.10 Chassis OEM Cruise Control is required

15.11 Two USB Power ports are required.

15.12 Instrument panel and dash shall be equipped with the following OEM instruments, gauges, and controls:

15.12.1 Tachometer, Speedometer with odometer and trip odometer

15.12.2 Oil pressure gauge

15.12.3 Engine coolant temperature
15.12.4 Fuel gauge
15.12.5 Upper beam head lamp indicator (light)
15.12.6 Dual-note horn
15.12.7 Directional signals (light)
15.12.8 Parking brake on (light)
15.12.9 Headlight switch
15.12.10 Inside hood release
15.12.11 Controls for heater, defroster, and air conditioner
15.12.12 Volt Power outlet
15.12.13 Reserved
15.12.14 Digital clock
15.12.15 Windshield wiper w/two speed, intermittent, and washer
15.12.16 Emergency flashers

16.0 **BUMPERS:**
A Bumper Front and rear must be OEM Manufacture’s standard.

17.0 **AIR CONDITIONING AND HEATING:**
Vehicle shall have the following;

17.1 OEM chassis front and rear heating and A/C system required.
17.2 Front/Rear heater and front defroster shall be OEM chassis with the maximum BTU rating available from chassis mfr.
17.3 Front/Rear, high capacity A/C system required.
17.4 Dash unit shall be separately controlled from auxiliary system.

18.0 **SAFETY EQUIPMENT:**
18.1 A standard sixteen (16) unit First Aid Kit shall be provided. It shall include a one way airway apparatus and one pair of disposable gloves. Kit shall be securely mounted near the driver’s seat.

18.2 A ten (10) pound rechargeable - type 210 ABC fire extinguisher with metal head shall be provided. It shall be easily accessible in a bracket mounted and near the driver’s seat.

18.3 Web Cutters shall be provided.
18.4 Body Fluid Clean up kit shall be provided.
18.5 A three (3) triangular reflectors with a storage container shall be provided, securely mounted.
18.6 A Back-up alarm that is electrically operated and produces an intermittent sound when the vehicle is shifted into reverse shall be furnished to warn others during vehicle movement. Alarm shall be in compliance with SAE J994B with respect to acoustical performance for Type B device (IE107db) (A) and plus or minus 4db with a supply voltage of fourteen (14) volts.
18.7 A Rear View Camera with Dashboard Monitor that activates when the Transmission is placed in Reverse.

19.0 MIRRORS:
Vehicle exterior mirrors;

19.1 OEM chassis power/heated dual exterior rearview mirrors shall be included

19.1.1 Black matt or stainless finish

19.1.2 For Safety an Integrated Turn signal is required

19.1.3 A Convex Lower Mirror shall be Included.
Vehicle interior mirrors;

19.1.4 Vehicle must have OEM windshield mounted mirror

19.1.5 OEM chassis driver's and Co-pilot sun visor, rear view mirror, and airbag required.

20.0 DRIVER SEATS:
Driver’s Seat and Co-pilot Seat:

20.1 Driver’s and co-pilot seats shall be deluxe high back, fully padded, Cloth or Vinyl contoured bucket types of heavy-duty construction with an armrest.

20.2 The driver's seat shall be easily adjusted forward and backward without the use of tools.

20.3 OEM three-point restraint system is required. Upholstery shall be color-keyed to the passenger seats.

NOTE:
Bidder must supply seating diagram reflecting all listed dimensions for approval.

21.0 PASSENGER SEATS:
Seating shall be provided for seven (7) ambulatory passengers and two (2) wheelchair securement station. All seats, including wheelchair stations, must be forward facing.

21.1 All seats shall be vinyl.

21.2 Fixed or folding seats may be Chassis OEM, Freedman, or approved equal and shall be a minimum of 17.5" wide and 16" deep.

21.3 The seat back cushion shall measure a minimum of 17", shall provide lumbar support and utilize channeling to aid lateral stability.

21.4 When any aftermarket seat is used. Seating shall be Freedman series GO-ES or approved equal, and be compliant with FMVSS 208.

21.5 Bolting seats to plywood floor without bolting into structural steel under floor is NOT ALLOWED.

22.0 PASSENGER RESTRAINT SYSTEM:
All restraints and retractor must meet all FMVSS 208 regulations.

22.1 Wheelchair occupant restraint systems shall be compliant with FMVSS 49.38.

22.2 Successful Pull Test results from an A2LA Accredited Laboratory.

23.0 COLOR OF SEATS:
23.1 Successful vendor shall coordinate with the agency issuing this purchase order in the selection of material and color of the seats.

24.0 PRIORITY SEATING SIGNS:
Each vehicle shall contain a sign which indicates that the seats in the front of the vehicle are priority seats for people with disabilities.

24.1 Each wheelchair station location shall be designated as such.

24.2 The signs shall be in compliance with CFR 38, subpart 38.27 and the appendix to it.

25.0 LIGHTING:
Vehicle interior Lightings;
25.1 The interior of the vehicle shall be illuminated by OEM interior lighting.

25.2 The lighting fixtures shall be controlled by the chassis OEM lighting switch.

25.3 The instrument panel must be illuminated to allow the driver to see all the controls at night.

25.4 Chassis OEM instrument panel switch shall control the intensity of the lights.

25.5 All door lights and the side passenger door shall illuminate automatically when doors are opened.

25.6 L.E.D. Lighting shall be required to illuminate on the lift.

Vehicle exterior Lighting;

25.7 Exterior lighting shall meet all State and Federal Regulations.

25.8 A Third High Mounted Center Brake Lamp shall be Included.

26.0 ELECTRICAL WIRING:
Vehicle wiring shall be ran inside the body and be located in a protected area.

26.1 Any wiring that is exposed to the elements shall be non-metallic loomed and securely clipped every 18” for maximum protection.

26.2 Clips shall be rubber or plastic coated to prevent their cutting thru the wiring insulation.

26.3 Protective grommets shall be installed at all points where wiring penetrates metal and other materials.

26.4 Circuit breakers and electrical panels shall be in easily accessible location.

26.5 No lock wire connectors will be allowed.

26.6 Grounding off components shall be thru polarized shielded terminals wired to main structural ground points.

26.7 All accessories and electrical equipment except head and parking lights, emergency flashers, dome light(s), and wheelchair lift shall be wired through the vehicle ignition switch so as to be operative only with the switch in “on” or accessory’ position.

27.0 WINDOWS:
Windshield and front most doors: Chassis OEM standard with standard tint and remainder of windows must have;

27.1 Dark OEM deep privacy tint.

27.2 An Electric Defogger shall be included on the rear windows.

27.3 OEM chassis safety glass and capable of venting.

27.4 FMVSS: All windows (including windshield) and tinting shall meet all applicable FMVSS requirements.
NOTE:
All windows and emergency exits must meet the performance and operational requirements as outlined in the Federal Motor Vehicle Safety Standards and Procedures.

28.0 CAMERA SYSTEM
AngelTrax V1284HC Vulcan Series 1TB 12-Channel HD/IP Mobile Digital Recorder System or approved equal, inclusive of all required cables and antennas, with eight (8) cameras as follows: #1 – Forward facing through windshield; #2 – Driver’s cab facing entry door; #3 – Front cab facing rear; #4 – Front passenger facing driver; #5 – Exterior rear above door facing rear door; #6 – Exterior front driver’s side above door facing rear; #7 – Exterior front passenger side above door facing rear; #8 – Interior rear driver side corner facing front.

29.0 WHEELCHAIR SECUREMENT:
Wheelchair parking space shall have clear floor area of 30” wide by 52” long and be equipped with a four-point wheelchair securement tie-down.

29.1 Occupant restraint system must be Q’Straint Q-8306-SC or equivalent. Shall have a Retractable lap/shoulder belt combo with a Retractable height adjuster that are anchored to floor and wall that meet SAE J2249 and ADA requirements.

29.2 Slide N Click anchors must be bolted to structural steel.

29.3 Bolting to plywood floor without bolting into structural steel under floor IS NOT ALLOWED.

29.4 Wheel Chair Securement system must be Q’Straint QRT MAX Automatic Retractor System Q-8306-SC with Slide N Click anchorage system and J-Hooks, or equivalent.

29.5 There must be 52” at minimum and 54”maximum measured from center to center between front and rear Slide N Click anchor points. And be fully assembled and ready to use.

29.6 A Storage rack shall be provided to store belts when not in use

29.7 Must include eight (8) Q’Straint Q5-7580 Webbing Loops or equivalent for Securing Scooters.

30.0 RESERVED

31.0 WHEELCHAIR ACCESSIBILITY SYMBOL:
The vehicle will display the international wheelchair accessibility symbol of a person in a wheelchair that is outlined in white on blue background.

31.1 This symbol will be placed on all four sides of the bus.

32.0 RADIO
Motorola XPR5550e Digital 40W radio with antenna kit and standard microphone handset, GPS antenna (PMAN4000A), emergency button (RLN5929), and Radios to be programmed by SporTran after delivery.

33.0 VEHICLE FLOOR PLAN:
A proposed floor plan including all pertinent interior dimensions such as overall length, width, distance between seats, etc.

33.1 Shall be submitted with the bid proposal.

34.0 CHASSIS SPECIFICATIONS:
It is the bidder’s responsibility to calculate the actual loaded weight, spring and axle ratings so that the vehicle is engineered for safety.

35.0 WHEELS AND TIRES:
Wheel rim shall be manufacturer’s standard for GVWR.
35.1 Tires – steel belted, all season radial, to meet GVWR.
35.2 All tires shall be the same make or brand, shall be mounted on rims, and shall be balanced.
35.3 Hubcaps – Set required for all wheels.
35.4 Spares – One spare tire and rim shall be provided with each vehicle.

36.0 ENGINE: GASOLINE:
The engine shall be an electronically fuel injected six cylinder gasoline powered engine with the minimum displacement of 3.5 liters. The engine shall have no less than 275 Horsepower and no less than 260 Foot Pounds of torque.
36.1 The engine shall be designed to have a useful life of at least 100,000 miles.
36.2 The engine shall be equipped with the largest external oil cooler available from the OEM MFR of the base van.

37.0 RADIATOR:
Heavy-duty radiator with capacity to prevent engine overheating while operating in stop and go transit operation in ambient temperatures as high as 110 degrees F and provide protection to -30 degrees F.

38.0 TRANSMISSION:
Vehicle transmission shall be heaviest duty transmission available from OEM.
38.1 OEM auxiliary transmission oil-to-air cooling.
38.2 Dipstick and add oil filler tube shall be easily identifiable.
38.3 Automatic 6-speed with overdrive.

39.0 DRIVE SHAFT:
The driveshaft shall be rated and capable of transmitting the torque multiplication of the engine/transmission to the drive wheels.
39.1 The chassis OEM shall balance the drive-shaft.
39.2 To prevent the driveshaft from hitting the ground a driveshaft guard shall be provided. A Chassis OEM guard is preferred.

40.0 BRAKES:
Two (2) braking systems are required for the vehicle. Service brakes shall be dual hydraulic, disc front and disc rear.
40.1 The parking brake system shall be operated by a cable to the rear wheels, or Drive Shaft Drum Brake.
40.2 The braking system shall be adequate for the GVWR of the vehicle.

41.0 GEAR RATIO:
OEM Standard gear ratio

42.0 FUEL CAPACITY:
Fuel capacity must be largest available from chassis manufacture.

43.0 SUSPENSION SYSTEM:
Suspension system shall be heavy duty and load rated for GVWR of the vehicle.
43.1 Shock absorbers shall be extra heavy duty gas and load rated, capable of controlling the ride when empty, as well as when loaded to maximum GVWR.
44.0 **STEERING:**
Must have power-assisted steering

45.0 **AIR CLEANER:**
Must have a heavy duty, dry type air cleaner

46.0 **OIL FILTER:**
Must have a heavy duty, throw away type oil filter.

47.0 **ALTERNATOR:**
Vehicle shall have OEM 220-amp Alternator.

48.0 **BATTERIES:**
Two (2) heavy duty, maintenance free, OEM Batteries

49.0 **STABILIZER BAR:**
Heavy Duty Front and rear

50.0 **HORN:**
Must have a dual, electric horn.

51.0 **SIGNAL:**
Directional and self-canceling with hazard warning flashers.

52.0 **WINDSHIELD WIPERS:**
Minimum two speeds with intermittent feature and washer.

53.0 **KEYS:**
Vehicle must include two (2) sets of keys and fobs.

54.0 **RADIO:**
None Required.

55.0 **GENERAL:**
All equipment cataloged as standard for the basic vehicle, unless superseded by these specifications, must be furnished and included in the purchase price of each vehicle. Complete printed specifications, published literature, and photos, or illustrations of the basic units that the bidder proposes to furnish with this bid must accompany each bid.

56.0 **QUALITY OF MATERIALS:**
All materials and equipment used shall be built and/or attached in accordance with all applicable safety codes and design standards including but not limited to;

56.1 Society of Automotive Engineers (Electrical components and wiring, hydraulic components, fasteners)

56.2 American National Standards Institute (Chain drive and wire rope components)

56.3 American Welding Society (Welding code and recommended practices)

56.4 FMVSS

56.5 All parts shall be new.

56.6 All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicle.

56.7 All exposed metal surfaces shall be painted or shall be corrosion-resistant.

57.0 **PUBLICATIONS AND PRINTED MATERIALS:**
Each vehicle shall have a complete set of operation, quality assurance, and warranty publications.
57.1 As built wiring diagram and as built parts manuals for body and all auxiliary equipment.

57.2 Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its sub-systems.

57.3 Operator’s manual: A complete operations manual and troubleshooting guide with a detailed manufacturer’s parts list that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the wheelchair accessories, wheelchair list deployment, air conditioning system, tie downs, heater, deployment of seats, wiring diagram and related equipment.

57.4 Warranty papers for chassis, body, and additional equipment.

57.5 Warranty Information: Each vehicle must have a published listing of contractor warranty repair locations, including address, telephone number, and contact names for the State of Oklahoma.

58.0 PAINTING AND DECALS

58.1 The base vehicle shall be black in color.

58.2 Exterior Decals shall be furnished by Bidder as follows:

58.3 Full color SporTran OnDemand logo shall be installed on each side of vehicle. Exact locations to be finalized during pre-production meeting. See attachment A for approximate size and positioning.

58.4 Reflective vinyl vehicle numbers shall be installed in three locations: 1) above driver door 2) above copilot door 3) rear of vehicle. Exact locations to be finalized during pre-production meeting. See attachment A for approximate size and positioning.

58.5 Full color SporTran OnDemand logo shall be installed on the hood of the vehicle and SPORTRAN lettering shall be installed above windshield. Exact locations to be finalized during pre-production meeting. See attachment A for approximate size and positioning.

58.6 Full color SporTran OnDemand logo shall be installed on rear window of the vehicle and SporTran website shall be installed above the rear window. Exact locations to be finalized during pre-production meeting. See attachment A for approximate size and positioning.

58.7 Interior Decals shall be furnished by Bidder as follows:

58.8 "WATCH YOUR STEP"

58.9 “VEHICLE HEIGHT DECAL” to be posted over the windshield within easy view of the driver.

58.10 In addition to the decals described above, safety decal(s) shall be furnished and shall be affixed at any applicable area; emergency exit, steps, wheelchair lift, etc. The decals shall include necessary warnings and precautions. Permanent decals are required.

58.11 DOT approved red and white striping tape to be applied across the entire length of the rear bumper.

59.0 DELIVERY

All vehicles must be serviced prior to delivery in accordance with the manufacturer’s "New Vehicle Pre-delivery Service" requirements.

Delivery address for all vehicles is 1115 Jack Wells Blvd, Shreveport, LA 71107.

Safety inspections shall be performed on each vehicle prior to delivery and a Louisiana State safety sticker properly affixed.
60.0 **REGISTRATION**

Successful bidder shall provide necessary documents to enable the purchaser to register the vehicle in the State of Louisiana.

A mileage certification form as required by the Louisiana Public Safety Department should be completed by the vendor and furnished upon delivery of the vehicles.

Vehicle shall comply with Louisiana State and Federal emission requirements in effect at time of delivery.

Invoices will not be accepted until the delivered unit passes inspection for specification compliance.

A notarized Bill of Sale must be furnished with each unit upon acceptance.

The cost of titling and registering the vehicles will be the responsibility of the vendor. As such, any costs associated with the registration process must be included in the bid price.

61.0 **MANUALS**

A line setting sheet and manual(s) containing operating and servicing instructions for the vehicle and lift shall be provided with each vehicle. The manual(s) shall be as detailed as possible outlining all necessary operating and servicing instructions for each vehicle and lift including the vehicle's driveline components. Necessary warnings and safety precautions shall be included. In addition, manual(s) containing illustrated parts lists, operating and servicing instructions for related and special equipment supplied with the vehicle and lift shall be provided with the vehicle.

62.0 **WARRANTY**

Bidder shall provide all manufacturers' standard warranties along with warranties covering any equipment sub-systems (engines, tires, accessories, etc.) attached to the principal equipment at time of delivery. The warranty of each base vehicle shall include chassis, engine, drive train, etc., and shall be for a minimum of three (3) years or 36,000 miles from date the City (SporTran) takes delivery. The Conversion/Second Stage Manufacturer's warranty shall be for a minimum of three (3) years or 50,000 miles from the date the City (SporTran) takes delivery. Bidder shall furnish manufacturer's warranty to The Agency at time of delivery.

63.0 **PARTS AND SERVICE**

The dealer shall have factory-trained personnel available for warranty repairs and the performance of service within 25 miles of the SporTran maintenance facility at 1115 Jack Wells Blvd, Shreveport, LA 71107. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts. The using purchaser will assume the expense for replacement filters, fuel, cleaning, painting and other minor items normally consumed in day to day operations. The Agency will assume responsibility for cost of repairs resulting from collision, theft, vandalism, operator negligence and/or acts of God.

64.0 **INSTRUCTION ON SAFETY, OPERATION AND PREVENTIVE MAINTENANCE**

The bidder shall provide The AGENCY sufficient instruction on safety, operation and preventive maintenance of the vehicle after it has been delivered and is ready for operation. Training shall be completed prior to payment.
Quantity

SporTran intends to purchase an initial 6 vehicles under this solicitation, with an option to purchase up to 15 additional vehicles for a maximum of 21 vehicles.

Options and Options Pricing

SporTran reserves the right to purchase or assign rights to up to fifteen (15) additional vehicles ("Option Vehicles") under the terms of this solicitation. The Options shall be valid for a period of five years from the effective date of the Contract resulting from this IFB. There shall be no minimum order quantity for any permissible assignee. Subject to the Agency’s right to order modifications, the Option Vehicles shall have the same specifications as the vehicles purchased under this Contract. The Agency may exercise the Options by written notice to the Contractor ("Notice of Exercise of Option") at any time within three years of the effective date of the Contract ("Option Date"). The price of the Option Vehicles shall be the unit price of the base order vehicles, ("Base Order Price") adjusted by multiplying the base order price by the following fraction:

Latest Published Preliminary Index Number Prior to Notice of Exercise of Option / Index Number on Effective Date of the Contract

The Index shall be the Producer Price Index for Truck and Bus Bodies, Series No. 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties.

Assignability of Options

If the Agency does not exercise the option(s) as listed in “Options and Option Pricing,” then the Agency reserves the right to assign the option(s) to other grantees of FTA funds in accordance with FTA Circular 4220.1F or its successors, subject to acceptance by the Contractor.

Protest Procedures

Any actual or prospective offeror, or contractor who is aggrieved, in solicitation or award of a contract, may protest to the City Purchasing Agent or Director of Procurement at SporTran. The protest shall be submitted in writing within seven (7) days after such aggrieved people knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest. The Purchasing Agent shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision, in writing within ten (10) days. The decision shall state the reason for the action taken. Any protest taken to court shall be subject to the Protestor paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

The right of protest does not prevent the City from proceeding with the award of the contract at any time.
FEDERAL TERMS AND CONDITIONS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements. The following terms and conditions are applicable to this IFB and any contract resulting from this solicitation. These provisions supersede and take precedence over any other clause or provision contained within this IFB which may be in conflict therewith.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

Termination for Convenience. The Contracting Officer may, by written notice, terminate this order, in whole or in part, when it is in the best interest of The City of Shreveport (SporTran). In the event of such termination, The City of Shreveport (SporTran) shall be liable only for payment in accordance with the payment provision of this purchase order for supplies delivered, or services or construction completed, prior to the effective date of the termination and which are accepted by The City of Shreveport (SporTran).

Termination for Default. The City of Shreveport (SporTran) may by written notice terminate this order, in whole or in part, for failure of the Offeror to perform any of the provisions hereof within the time periods specified. In such event, the Offeror shall be liable for damages, including the excess cost of re-procuring similar supplies or services or completing construction; provided that, if (i) it is determined for any reason that the Offeror was not in default or (ii) the Offeror’s failure to perform is without his and his subcontractor’s control, fault, or negligence the termination shall be deemed to be a termination for convenience. As used in this provision, the term “subcontractor” and “subcontractors” means subcontractors, vendors, and suppliers at any level.

Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

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 . 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 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 et . 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.

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.

Breaches and Dispute Resolution - 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 the SporTran General Manager. 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 General Manager or his/her designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager or his/her designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by SporTran, the 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 therefor 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 SporTran 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 of Louisiana.

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


Fly America. 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. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Energy Conservation. The Offeror shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and
Access to Records and Reports. The Offeror 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 Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Offeror 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 Proposer agrees to maintain same until the Purchaser, 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. Reference 49 CFR 18.39(i)(11).

Government-wide 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, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Shreveport. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Shreveport, 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.

Federal Changes. Offeror shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Offeror’s failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this agreement to be observed in the performance of the contract are minimum requirements.

No Federal Government Obligation. The City of Shreveport (SporTran) and the Offeror 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 City of Shreveport (SporTran), the Offeror, or any other party (whether a party or not to the 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.

Program Fraud & False or Fraudulent Statements & Related Acts. The Offeror acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this co certifies or affirms the truthfulness and accuracy of contract. Upon execution of the underlying contract, the Contractor 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. Sec. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Sec. 1001 and 49 U.S.C. Sec. 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above language in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
Notice of Fraud, Waste, Abuse, or Other Legal Matters. The contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for FTA Region VI, if the contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Page 22 of 26 Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the contractor.

Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 Offeror shall not perform any act, fail to perform any act, or refuse to comply with any City of Shreveport (SporTran) requests which would cause City of Shreveport (SporTran) to be in violation of the FTA terms and conditions.

ADA Access. Contractor shall comply with, and require all subcontractors to comply with, all Federally mandated ADA accessibility requirements.

Civil Rights. The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. & 2000d, section 303 if the Age Discrimination Act of 1975, as amended 42 U.S.C. & 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. & 12132, and Federal transit law at 49 U.S.C. & 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with all applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employing Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. &2000e, and Federal transit laws at 49 U.S.C. & 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implements Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C &2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - Un accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. & 623 and Federal transit law at 49 U.S.C. & 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, The Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. & 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only in necessary to identify the affected parties.
Contract Work Hours and Safety Standards Act

1. Overtime requirements: No Contractor or Subcontractor contracting for any part of the Contract Work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek 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 40 hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States 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 the clause set forth in paragraph 1 of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. Withholding for unpaid wages and liquidated damages: SporTran 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 paragraph 2 of this section.

4. Subcontracts: The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

DBE Disadvantaged Business Enterprise (DBE). This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with its “DBE Certification” throughout the period of Contract performance. 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 this DOT-assisted Contract. 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 SporTran deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Pre-Award and Post-Delivery Audits
The Bidder/Offerer agrees to comply with 49 USC § 5323(l) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. Buy America requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the recommended Bidder/Proposer certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation specification requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit (1) manufacturer’s FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.
Required Certifications

The following certifications for vehicles procurements must be completed and signed (w/original signatures) and attached to this bid in order for the bid to be considered responsive.

Note: For distributors, dealers, and manufacturer representatives responding to this solicitation in lieu of the manufacturer they represent, certifications contained herein shall be separately prepared and signed by the BIDDER and THE MANUFACTURER. One set of certifications must be prepared and signed by the bidder, and one set of certifications must be prepared and signed by the manufacturer the bidder represents. It is the bidder's responsibility to obtain the prepared and signed certifications from the manufacturer and include them in the bid. Bids failing to include both sets of prepared and signed certifications will be rejected as being non-responsive.
Required Certifications (cont’d):

**Buy America Certification for procurement of buses, other rolling stock, and associated equipment.**

*Certification of Compliance with 49 U.S.C. 5323 (j) (2) (C)*

The bidder or offeror hereby certifies that it and/or the manufacturer it represents will comply with the requirements of 49 U.S.C 5323 (j) (2) (C), and the regulations at 49 CFR Part 661.11, as amended.

Date ____________________________________________________________

Signature ________________________________________________________

Company Name ______________________________________________________________________________________________________

Title ________________________________________________________________________________________________________________

*Certificate of Non-Compliance with 49 U.S.C. 5323 (j) (2) (C)*

The bidder or offeror hereby certifies that it and/or the manufacturer it represents cannot comply with the requirements of 49 U.S.C 5323 (j) (2) (C), and 49 CFR 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323 (j) (2) (A), 5323 (j) (2)(B), or 5323 (j) (2) (D), and 49 CFR 661.7.

Date ____________________________________________________________

Signature ________________________________________________________

Company Name ______________________________________________________________________________________________________

Title ________________________________________________________________________________________________________________
Required Certifications (cont'd):

CERTIFICATION REGARDING LOBBYING

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 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.

[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
Required Certifications (cont’d):

**DBE STATEMENT AND CERTIFICATION**

As a condition of being authorized to bid on transit vehicle procurements in which Federal Transit Administration (FTA) funds participate, each transit vehicle manufacturer (TVM), including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator’s approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Appendix A. Distributors and dealers of transit vehicles who respond to this bid solicitation must provide evidence in their bid proposal that this requirement has been met by the manufacturers of transit vehicles they sell.

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each bidder or manufacturer during the evaluation process in awarding this procurement.

Non-conformity with all parts of this provision and failure to sign and submit this certificate with the bid shall ipso facto render the entire bid non-responsive and disqualify the bidder.

**DBE CERTIFICATION**

Compliance with the requirements of 49 C.F.R. Part 26, Appendix A, is hereby certified:

__________________________________
(Typed Name of Bidder)            (Typed Name of Firm)
__________________________________

(Typed Street Address)

__________________________________
(Typed City, State & Zip Code)

__________________________________
(Signature of Bidder)

__________________________________
(Telephone Number of Bidder)       (Date)
Required Certifications (cont'd):

**BUS TESTING CERTIFICATE OF COMPLIANCE**

The undersigned certifies that the vehicles offered in this procurement comply and will, when delivered, comply with 49 U.S.C. § 5323 (c) and FTA’s implementing regulation at 49 C.F.R. Part 665 according to the indicated one of the following three alternatives.

(Mark one and only one of the three blank spaces with an “X”)

1. _______ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on __________________________ (date). The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this offer. If the configuration or components are not identical, the manufacturer shall provide with its offer a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.

2. _______ The manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1998, and is currently being produced without a major change in configuration or components), and submits with this offer the name, and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.

3. _______ The vehicle is a new model and will be tested and the results will be submitted to SporTran prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation’s regulation on Program Fraud Civil Remedies, 49 C.F.R. Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

Date: ______________________________________________________

Signature: __________________________________________________

Title: _______________________________________________________

Company Name: _____________________________________________
Required Certifications (cont’d):

**AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having the authority to sign on behalf (if the bidder is a corporation);

2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion, 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 bid, designed to limit independent bidding or competition;

3. That the contents of the bid have not been communicated by the bidder or it’s employees or agents to any person not an employee or agent of the bidder or it’s surety or any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Firm Name: ____________________________
Address: ____________________________
Authorized by: ____________________________
Signature: ____________________________
Title: ____________________________
Date: ____________________________

Subscribed and sworn to me this _____ day of ____________, 20__. 

________________________________________
Notary Public

My commission expires ____________, 20__. 