

City of Shreveport



Solicitation Form for Commodities

INVITATION FOR BID

(IFB) #21-048

RADIUS ROOF BUS SHELTERS FOR SPORTRAN

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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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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.

The Felony Conviction/E-Verify Affidavit must be submitted by the lowest responsive Bidder after the opening.
Revised 01-20-21

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

DATES ADVERTISED: September 14, 2021 Date Posted: **September 14, 2021**

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

INVITATION FOR BID (IFB) City of Shreveport Renee Anderson Interim Purchasing Agent		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
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BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON: **October 5, 2021 THEN PUBLICLY OPENED**

THIS IS NOT AN ORDER Bid Number IFB # 21-048

BID TITLE: RADIUS ROOF BUS SHELTERS FOR SPORTRAN

PREBID CONFERENCE: N/A

EMAIL QUESTIONS TO: angela.mcnicoll@shreveportla.gov 7 working days before the opening or fax to: 318-673-5408

BID BOND IS NOT REQUIRED. Estimated Expenditure: \$150,000 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 Renee Anderson at 318-673-5450.

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 angela.mcnicoll@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

Revised 01-20-21

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 21-048 Bid Title: Radius Roof Bus Shelters for SporTran

ITEMS BELOW MUST BE COMPLETED BY BIDDER					
ITEM #	EST. AMT. (A)	U/M	COMMODITY OR SERVICES	UNIT PRICE (B)	TOTAL PRICE (C)
1	5	EA	Small Bus Shelters	\$	\$
2	11	EA	Medium Bus Shelters		
Total Price: A x B = C			Grand Total of all items		\$

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.**

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.	
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 increase or decrease in pricing shall not be more or less than the PPI for WPS 107 Metals and Metal Products: Fabricated Structural Metal Products.
- 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 City's 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

- 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.

END



AFFIDAVIT

**ATTESTING THAT ENTITY OR PERSON
DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND
DOES NOT OWE OUTSTANDING DEBT TO CITY**

**** 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

<u>Mail original affidavit via U.S. mail to:</u>	<i>or</i>	<u>Deliver via other carrier or hand-delivery to:</u>
Purchasing Division P.O. Box 31109 Shreveport, LA 71130		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.

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: 21-048

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:

1.0 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:

- | | |
|---------------------------------------|-----------------------------------|
| 1.1 Public bribery (R.S. 14:118) | 1.2 Extortion (R.S. 14:66) |
| 1.3 Corrupt influencing (R.S. 14:120) | 1.4 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

OR E-Mail to: angela.mcnicoll@shreveportla.gov (10-23-15)

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: 21-048

Project Name: Radius Roof Bus Shelters

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!**

SPECIFICATIONS

The preliminary color scheme shall cover 4 distinct parts of the shelter, and the agency reserves the right to change one or more of these colors for each shelter order.

Frame – RAL 7015 slate grey
Roof – RAL 6000 patina green
Bench – RAL 8003 clay brown
Roofline accents– RAL 8003 clay brown

Brasco Eclipse Arch, Tolar Signature Sunset, or approved equal shelters with similar aesthetics and design features that meet the specifications listed below.

Small Bus Shelter Specifications

ADA-accessible small footprint three-sided front-entry bus shelters with a single 2-person divided bench and space for one wheelchair. All shelter frames shall be constructed of anodized aluminum with round posts. Sides shall be enclosed with 3/8" clear tempered safety glass. The enclosed side walls shall be no more than 3' wide, allowing for installation on a narrow concrete pad in areas where there is limited right-of-way. Shelters must include a waterproof solar powered LED light kit with rechargeable lithium batteries (minimum 3 year warranty), photocell and charge control equipment. LEDs must be bright white and provide >15 lumens at 10 feet and kit must be able to provide a minimum of 12 hours of lighting from dusk until dawn. Solar panels are to be 100 Watt flexible panels mounted flush on the roof. The bus shelters shall have radius roof with aluminum roof panels. General dimensions of the small shelter are as follows:

Height: minimum of 7' at entry
Width (front opening): approximately 8'
Depth at base: 22- 36 inches
Depth of roofline: approximately 5'

Medium Bus Shelter Specifications

ADA-accessible three-sided front-entry bus shelters with single 3-person divided bench and space for one wheelchair. All shelter frames shall be constructed of anodized aluminum with round posts. Sides shall be enclosed with 3/8" clear tempered safety glass. The enclosed side walls shall be no more than 3' wide, allowing for installation on a narrow concrete pad in areas where there is limited right-of-way. Shelters must include a waterproof solar powered LED light kit with rechargeable lithium batteries (minimum 3 year warranty), photocell and charge control equipment. LEDs must be bright white and provide >15 lumens at 10 feet and kit must be able to provide a minimum of 12 hours of lighting from dusk until dawn. Solar panels are to be 100 Watt flexible panels mounted flush on the roof. The bus shelters shall have radius roof with aluminum roof panels. General dimensions of the medium shelter are as follows:

Height: minimum of 7' at entry
Width (front opening): approximately 12'
Depth at base: 22- 36 inches
Depth of roofline – approximately 5'

All prices should be quoted F.O.B. destination, delivered to City of Shreveport/SporTran, 1115 Jack Wells Blvd., Shreveport, LA 71107.

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 person 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.

In accordance with 49 CFR, Part 26.27, the City of Shreveport encourages prime contractors, subcontractors, and suppliers to search for and utilize services provided by financial institutions that are owned and/or controlled by socially and economically disadvantaged individuals. Information on the availability of such institutions can be obtained from the Federal Reserve website: <http://www.federalreserve.gov/releases/mob/>

Access to Records and Reports. The Bidder agrees to provide the City of Shreveport, 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 Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Bidder 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).

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

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 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 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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 City of Shreveport Chief Administrative Officer (CAO). 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 CAO 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 CAO 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 the City of Shreveport, 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 the City 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 the City 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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 Conservation Act, 42 USC 6321, *et seq.*

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 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.

Disadvantages 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City of Shreveport's overall goal for DBE participation is 3.05%. A separate contract goal has not been established for this procurement.

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 termination of this contract or such other remedy as City of Shreveport deems appropriate. Each

subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:

The bidder/offeror shall submit the following information:

- (1) Names and addresses of DBE firms that will participate in the contract.
- (2) A description of the work that each DBE firm will perform.
- (3) The proposed dollar amount of work for each DBE firm participating.
- (4) Written documentation of the bidder/offerors commitment to use a DBE subcontractor whose participation is submitted to meet the contract goal.
- (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4).
- (6) If the goal is not met, written evidence of good faith efforts to meet the goal.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance no later than 15 days after the contractor's receipt of payment for that work from City of Shreveport. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or if incremental payments to the subcontractor are included, then within 30 days after incremental acceptance by City of Shreveport and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify City of Shreveport whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Shreveport.

Federal Changes. Bidder 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. Bidder'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.

Government-wide Debarment & 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.

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 Bidder shall not perform any act, fail to perform any act, or refuse to comply with any City of Shreveport requests which would cause City of Shreveport to be in violation of the FTA terms and conditions.

No Federal Government Obligation. The City of Shreveport and the Bidder 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, the Bidder, 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 Bidder 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.

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.

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.

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. In the event of such termination, The City of Shreveport 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.

Termination for Default. The City of Shreveport may by written notice terminate this order, in whole or in part, for failure of the Bidder to perform any of the provisions hereof within the time periods specified. In such event, the Bidder 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 Bidder was not in default or (ii) the Bidder'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 under paragraph 11. As used in this provision, the term "subcontractor" and "subcontractors" means subcontractors, vendors, and suppliers at any level.

Required Certifications:

CERTIFICATION REGARDING LOBBYING

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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

Buy America Certification for Procurement of Steel, Iron, or Manufactured Products.

Instruction: This form must be submitted with any proposal or offer exceeding \$150,000. Offerors are to sign either the certificate of compliance or the certificate of non-compliance, not both. If an Offeror signs in both places, the proposal will be deemed non-responsive and will not be evaluated. Any proposals that are certified as non-compliant with Buy America will require a waiver from the Federal Transit Administration. Additional information on these requirements can be found at <https://www.transit.dot.gov/buyamerica>

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it 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 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____