

CITY OF SHREVEPORT



REQUEST FOR QUOTE

RFQ 18-544

SPORTRAN ROUTE GUIDE PRINTING

INDEX OF RFQ FORMS	Any Reference to Bid shall mean Quote. Any reference to bidder shall mean Quoter.	Page Numbers
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NOTE: THE REQUIRED COS RFQ FORM LISTED ABOVE SHOULD BE RETURNED WITH YOUR QUOTE. SHOULD ALSO RETURN ONE COPY. IF ANY OF THE ABOVE COS RFQ FORMS ARE OMITTED, THEN YOUR QUOTE MAY NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below **should not** be returned with your quote. It shall remain part of the quote 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 Standard Solicitation Requirements/Provisions/Instructions to Bidders and General Contract Clauses will no longer be printed in full text in solicitations issued by the City of Shreveport (hereinafter the City), but will be incorporated by reference as shown in the current edition of the City's book of Standard Solicitation Provisions/Instructions to Bidders (**Section 10**), and General Contract Clauses (**Section 20**). **If you do not have a copy of these, you may download from our web site: www.shreveportla.gov** (click on Business, then on Bids & RFPs) **or pick one up in Suite 610 at Government Plaza or email a request to jeanette.watson@shreveportla.gov**. 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 branch.

Felony Conviction Statement must be submitted by the lowest responsive Quoter after the opening. Revised 05-19-17

AN INVITATION FOR YOU TO RESPOND WITH A WRITTEN OR ELECTRONIC QUOTE

Posted Date: November 14, 2018

DO NOT RETURN THIS PAGE - FAXED OR E-MAILED QUOTES NOT ACCEPTED

**Request for Quote (RFQ)
City of Shreveport**

Wendy Wagnon, CPPO
Purchasing Agent
Phone (318) 673-5450



QUOTES 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 BIDSINC.COM
TO SEND ELECTRONIC
QUOTE**

BID MUST BE RECEIVED NOT LATER THAN 3:00 P.M. ON:

December 04, 2018

THEN PUBLICLY OPENED

THIS IS NOT AN ORDER

Quote Number

RFQ 18-544

BID TITLE: SPORTRAN ROUTE GUIDE PRINTING

PREBID CONFERENCE: **N/A**

E-MAIL QUESTIONS TO:	Jeanette.watson@shreveportla.gov	7 working days before the opening or fax to:	318-673-5408
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BID BOND IS NOT REQUIRED.	Estimated Expenditure:	\$ 10,000	per year
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Quotes received after the time specified for opening cannot be considered for an award.

ELECTRONIC QUOTES/QUOTE NOTICES

Quote notices will no longer be mailed to contractors/vendors by the Purchasing Office. The City of Shreveports 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 RFQ information and **receive bid/quote notices by e-mail**, register with BidSync. **Registration is free.** Vendors/Contractors (vendors) have the option to submit their bids & bid bonds, electronically or by paper copy. To view/download entire quote packages and submit electronic quotes, 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.**

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 solicits via BidSync. To register, go to <https://www.bidsync.com>. **If you need help with registering or with training or with completing an e-bid, please call 800-990-9339.** Contractors who submit e-bonds will need to pay an annual fee. *If an electronic quote is submitted, provide your state contractor's license number when the quote with alternates amounts to \$50,000 or more. To request copies of RFQs by e-mail, send your request to Jeanette.watson@shreveportla.gov.*

The City of Shreveport reserves the right to reject any or all quotes 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 quote opening at (318) 673-5450

PRICE SCHEDULE /SIGNATURE PAGE
 (RETURN ONE ORIGINAL OF EACH COS RFQ FORM IN A SEALED ENVELOPE)

COS RFQ 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.

RFQ 18-544__ TITLE: SPORTRAN ROUTE GUIDE PRINTING

ITEMS BELOW MUST BE COMPLETED BY QUOTER				
ITEM #	AMT.	U/M	COMMODITY OR SERVICES	TOTAL PRICE
1	3000	EA	Route Guides	\$

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

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 Quoters herein.	
BID ACCEPTANCE AND DELIVERY Prices quotes must be firm for a minimum of 12 months. In compliance with the RFQ, and subject to all conditions thereof, the quoter offers and agrees, if this quote 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 within fourteen (14) consecutive calendar days after receipt of purchase order with transportation cost included and prepaid.	
I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the quoter, 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.	
COMPANYS NAME/ADDRESS:	NUMBER OF ADDENDA RECEIVED (If NONE-write 0 or N/A or none, etc.):
AUTHORIZED SIGNATURE(MANUAL):	AUTHORIZED SIGNATURE(TYPED OR PRINTED):
TITLE:	DATE:
PHONE NUMBER(S)	E-MAIL ADDRESS:
Provide Deviations from terms, conditions, provisions and specifications below & on extra page, if applicable:	
PRODUCT BROCHURE & WARRANTY DATA REQUIRED (attach to this page).	

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS

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 one.

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 Agent's office.

3.4.1 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.

3.4.2 The City shall not be legally bound by an addendum or interpretation that is not in writing.

3.4.3 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 at least seven but not more than twenty-one working days.

3.4.4 **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 Contractor's actual documented cost of doing business or the appropriate CPI or PPI, whichever is lower.

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 Offeror or to solicit new proposals.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS 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 RFQ.
- 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 bidder's 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 both 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 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 quote, or to procure or contract for the articles of goods or service.

12.2 The City reserves the right to waive minor informalities, to accept or reject any or all quotes received as a result of this request, or to cancel in part or its entirety this quote, 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 quote non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, due to the noncompliance of the SPECIFICATIONS.

13.0 Rejection of Lowest Quote

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

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

13.3 Greater service costs for the low quote item.

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

13.5 Proven reliability of the higher quote item.

13.6 Compatibility of the higher quote item with existing equipment.

14.0 DISQUALIFICATION REVIEW BOARD

14.1 When a contractor has been given notice of possible debarment based upon City of Shreveport Code of Ordinance 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 BRAND NAMES

15.1 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.

15.2 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.

16.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney General's Opinion No. 95-155)

16.1 Bids will be in active use after the opening and therefore will not be available for public inspection until three days after the bid opening, exclusive of Saturdays, Sundays, and legal public holidays.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS CONTINUED

17.0 PAYMENTS DUE THE CITY

17.1 Section 26-211 of the Citys Code of Ordinances requires the following:

17.1.1 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.

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

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

17.1.4 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

17.1.5 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.

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

17.1.7 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.

18.0 **UNSATISFACTORY WORK-The City shall not be obligated to pay for unsatisfactory work.**

19.0 PREFERENCE FOR ITEMS MANUFACTURED IN THE UNITED STATES-R.S. 39:1595.7

19.1 In the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this Chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

19.1.1 The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.

19.1.2 The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.

19.1.3 In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.

20.0 The vendor certifies that such items are manufactured in the United States.

21.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

21.1 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.

22.0 RFQ ENVELOPE

22.1 Outside of the envelope to list the Quoters name, address, license number, RFQ number, project name, opening date/time and the Citys address.

23.0 RECEIPT OF QUOTES

23.1 The City does not receive Quotes on holidays and weekends.

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

Mail original affidavit via U.S. mail to:

or

Deliver via other carrier or hand-delivery to:

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.

** Form Revised 02-08-2017 **

City of Shreveport

FELONY CONVICTION STATEMENT

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

Bid Number: 18-544

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a Quoter 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)

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: jeanette.watson@shreveportla.gov (10-23-15)

FROM:

*License # _____
*State Contractor's License Number for Construction
Projects or Insert "EXEMPTION", IF NOT REQUIRED.

PLEASE RUSH TO:

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

SEALED QUOTE FOR:

RFQ Number: 18-544

Project Name: SporTran Route Printing Guide

Opening Date: _____

Attention: Use this format on the outside of your container when responding to all solicitations.
We do not accept fax or electronic responses for formal solicitations! (10-20-11)

SporTran Route Guide Printing

- 1.0 **SCOPE OF WORK** : The City of Shreveport is soliciting quotes for printing timetables/schedule books ("Route Guide") for SporTran, the public transit system for Shreveport-Bossier City. This project is being funded through a grant from the Federal Transit Administration (FTA). As such, the resulting purchase order will be subject to the FTA terms and conditions listed in this solicitation document.
- 2.0 **SPECIFICATIONS:** The minimum quantity for the initial order is 3,000 Route Guides, delivered in boxes of approximately 75-100.
- 2.1 SporTran requests that pricing be valid for a minimum of 12 months, with a minimum order of 3,000 Route Guides for any subsequent orders.
- 2.2 The finished Route Guide will be 6" x 10.5", staple bound, with a total of 100 pages including the front and back cover.
- 2.3 Books must be printed in full color on 70# gloss text with full bleeds, trimmed to eliminate page creep.
- 2.4 A draft of the PDF file and a sample of the current version of the book can be provided upon request to alan.bright@shreveportla.gov.
- 2.5 A final version of the Route Guide will be provided to the successful bidder in PDF.
- 2.6 Route Guides must be delivered within 14 days of purchase order issuance.
- 3.0 **OTHER:** The successful bidder will be required to register as a vendor with the City of Shreveport.
- 3.1 We anticipate awarding an initial purchase order by mid-December.
- 3.2 A proof must be submitted for approval before printing the order.

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 solicitation and any contract resulting from this solicitation. These provisions supersede and take precedence over any other clause or provision contained within this solicitation 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.

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.

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 sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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.*

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 contract. The Contractor 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.

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 of 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.
Federal Terms and Conditions (cont'd):

DBE Disadvantages Business Enterprise (DBE). The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (DOT) and FTA Master Agreement MA (9) Section 12. d., shall apply to this contract. It is the policy of City of Shreveport/SporTran to practice nondiscrimination based on race, color, creed, sex, disability, age, or

national origin. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract shall be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as DBE. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. SporTran's overall goal for DBE participation is 3.05%. A separate contract goal has not been established for this procurement.

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)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance no later than 30 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.

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.