

**INVITATION TO BID
BID FORM**

BID NO. 2010- 02

**One (1) to (4) Four 8 Passenger Mini-Coach/
Van with Wheelchair Lift.**

**City of Carlsbad
101 N. Halagueno
Carlsbad, New Mexico 88220
Or
PO Box 1569
Carlsbad, NM 88221**

**Please submit on or before February 15, 2010 at 2:30
pm in the office of the Purchasing Department in
Room 104. At precisely 2:30 pm on February 15, 2010
bids will be opened and read aloud in Room 116 of
the Municipal Building.**

1. Bids must be clearly marked on the outside of the sealed envelope: **“Bid No. 2010-02 – One (1) to Four (4) 8 Passenger Mini-Coach/Van with Wheelchair Lift.**
2. All bids must be submitted on bid forms furnished by the City of Carlsbad.
3. In order to be a valid bid, all bids must be signed.
4. Please submit **three copies** of your bid.
5. No alternate bids will be accepted.
6. All bid prices, shall include transportation and/or shipping and freight charges.
7. Bid will remain subject to acceptance for 30 days after Bid Opening.
8. The City of Carlsbad reserves the right to accept and award bid's on lowest overall price or lowest item price.
9. Any questions concerning this bid must be addressed to the Purchasing Manager (575) 887-1191 ext 223.

DELIVERY DATE _____

TOTAL BID PRICE \$ _____

New Mexico Identification Tax Number

Name Of Company

City of Carlsbad Business Registration Number

Signature Title

NM Resident Business Certification Number

Business Address

Telephone Number

City State Zip

In order for 5% In-State Preference to be applied, Resident Business Certification Number must be submitted on this form.

Acceptance of this bid constitutes a contract and is binding on both parties.

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

*This project is funded in whole or in part by the American Recovery and Reinvestment Act (ARRA) and the NMDOT Project number M00898, through the Federal Transit Administration Section 5311 Transit Capital Assistance.

Bidder's Requirement's

The successful bidder must meet the following criteria and provide appropriate documentation to be submitted with your bid documents at or before the bid opening date and time. These (ARRA) requirements are mandatory and bid's that do not include the appropriate documentation will be deemed to be non-compliant, and the bid will be rejected on that basis.

1. Diagram of vehicle showing length and seating
2. Vehicle specifications
3. Altoona test report, bus testing requirements (49 CFR, part 665), Roof Crush Test
4. Transit Vehicle Manufacturer certification of compliance with 49 CFR Part 26, Subpart D
5. Federal Motor Vehicle Safety Standards (FMVSS) certification (or exemption)
6. Lobbying certification
7. Buy America certification (or exemption)
8. Component and subcomponent breakdown demonstrating that the domestic content of the vehicles is 60 percent or greater
9. Description of final assembly activity
10. Location of final assembly

THESE FORMS ARE REQUIRED AND HAVE TO BEEN COMPETE BY CONTRACTOR WHO IS BIDDING ON THIS ITB.

Contractors who submit bids shall certify that they are able to comply with the following requirements as required by applicable law:

1. Federal Transportation Administration (FTA) guidelines/requirements,
2. Pre-award and Post Delivery Audit requirements (Certification required),
3. Buy America Certification requirements, the Purchaser's requirements Certification,
4. Fly America Certification requirements,
5. FMVSS Requirements,
6. Debarment and Suspension Certification Requirements,
7. Clean Air Act ,
8. Clear Water Act,
9. Lobbying Certification and Disclosure Statements, and
10. DBE Requirements and any other FTA guidelines/requirements listed in this invitation to bid (ITB).

CARGO PREFERENCE

The Contractor agrees:

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;

To furnish within 20 business 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

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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.)

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.

ENERGY CONSERVATION

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

CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 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.

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.

ACCESS TO RECORDS AND REPORTS

Where the Purchaser is a local government, not the State, and is an FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor shall provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or a purchase under the simplified acquisition threshold, and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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Where any Purchaser that is an FTA Recipient or a sub-grantee of an FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than a competitive bid procurement, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized Officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain 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).

FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

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 et seq . 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.

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.

RECYCLED PRODUCTS

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 Purchasing of the items designated in Subpart B of 40 CFR Part 247.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

(1) Bidder is required to fill in this column.

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Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS

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

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

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

CIVIL RIGHTS

The following requirements apply to the underlying contract:

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.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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 implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by 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.

Age - In 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.

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.

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 if necessary to identify the affected parties.

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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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State of New Mexico requests which would cause the State of New Mexico to be in violation of the FTA terms and conditions.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS): The bidder and (if selected) Contractor shall submit 1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacture’s certified statement that the contracted vans will not be subject to FMVSS regulations.

The vehicles shall conform in all respects to the applicable motor vehicle laws of the State of New Mexico and shall comply with all applicable Federal Motor vehicle Safety Standards (FMVSS) and procedures of the U.S. Department of Transportation, including Buy America Certification Requirement, the Purchaser’s requirements certification, Fly America Certification Requirements, all other applicable Federal Transit regulation

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart B, _____ is satisfied that the _____ to be purchased from _____ are the same product described in the _____ solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: _____

Signature: _____ Title: _____

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart D, _____ certifies that it received, at the pre-award stage, a copy of _____ self-certification information stating that the _____ will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____ Title: _____

- (1) Bidder is required to fill in this column.
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Fly America Requirement

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.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Buy America Certification

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

An bidder must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bidders or bidders that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), and the regulations at 49 CFR 661.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C), but may qualify for an exception pursuant to 49 USC Section 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Certificate of Compliance with Bus Test Requirement

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the Purchasing process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

(1) Bidder is required to fill in this column.
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CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this Purchasing complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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

Date: _____

Signature: _____

Title: _____

Company Name: _____

Pre-Award and Post-Delivery Audit Requirement

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT.

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

- (1) Bidder is required to fill in this column.
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Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Title: _____

Company Name: _____

Pre-Award and Post-Delivery Audit Requirement

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Lobbying Certification: The bidder certifies, to the best of its 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.*)]

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Lobbying Certification

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.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Debarment and Suspension Certification (Lower Tier Covered Transaction)

Instructions for Certification

1. **By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State of New Mexico may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the State of New Mexico if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bidder," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the State of New Mexico for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State of New Mexico.

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(2) Actual specifications must be provided in this column for any non-conforming specifications.

6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non Purchasing List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Debarment and Suspension Certification (Lower Tier Covered Transaction)

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

1. The prospective lower tier participant certifies, by submission of this bidder, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the State of New Mexico General Services Department. This decision shall be final and conclusive unless within five (5) business days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Officer. 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 Purchasing Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

- (1) Bidder is required to fill in this column.
- (2) Actual specifications must be provided in this column for any non-conforming specifications.

Performance During Dispute - Unless otherwise directed by the State of New Mexico, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the State of New Mexico 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 New Mexico.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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 State of New Mexico or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Date: _____

Signature: _____

Title: _____

Company Name: _____

DBE Approval Certification

I hereby certify that the bidder has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

Date: _____

Signature: _____

Title: _____

Company Name: _____

- (1) Bidder is required to fill in this column.
- (2) Actual specifications must be provided in this column for any non-conforming specifications.

One (1) to Four (4) 8 Passenger Mini-Coach/Van with Wheel Chair Lift.

BID SPECIFICATIONS

GENERAL: The following specifications describe One (1) to Four (4) 8 Passenger Mini-Coach/Van with Wheel Chair Lift, to be used by the City of Carlsbad Transit Department. All specifications shall be considered as minimum.

ITEM		MINIMUM/REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS ⁽¹⁾	BIDDER'S ACTUAL SPECIFICATIONS ⁽²⁾
1.	Body	PT 2000 Base Body	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
2.	Chassis	Ford Chassis, 138" WB 5.4 L V-8 Gas	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
3.	Heater	Rear, 45,000 BTU Gas Chassis	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
4.	AC	513T Ford Gas 55,000 TRU	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
5.	Control	Fast Idle, Ford, Gas/Diesel	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
6.	Springs	Leaf, Drive Axle Additional E350 Ford Chassis	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
7.	Exhaust	Run to Driver Side – Gas(side discharge)	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
8.	Door	Rear 34"X60", w/ Upper Window 12"X24"	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
9.	Windows	Blackout Windows Only	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
10.	Running Board	Driver, 10" Diamond Plate (Standard on VIP 3201)	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
11.	Flaps, Rear	Rear, Mud, w/o Chrome Trim	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
12.	Flaps, Front	Front, Mud	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
13.	Entrance Door	Panel, Modesty	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
14.	Rail	Overhead Hand Above Aisle	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
15.	Rail	Entrance & Engine Assist	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
16.	Floor	Standard Flat Floor –No Wheel Wells, 4 Step Entry	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
17.	Lift	Braun NCL919IB, Rear, Century	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
18.	Restraint System	Q-Straint, Q-8100—A	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
19.	Bag	Storage Strap, Sure-Lok, Wall Mounted	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
20.	Rack	Luggage, Floor Mounted,	<input type="checkbox"/> Conforms	

(1) Bidder is required to fill in this column.

(2) Actual specifications must be provided in this column for any non-conforming specifications.

ITEM		MINIMUM/REQUIRED SPECIFICATIONS	BIDDER'S SPECIFICATIONS ⁽¹⁾	BIDDER'S ACTUAL SPECIFICATIONS ⁽²⁾
		Black 24"X30"X57"	<input type="checkbox"/> Does Not Conform	
21.	Hatch	Roof- Delete from Standard (Diamond Approval Required)	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
22.	Alarm	Backup	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
23.	Kit	Safety Complete	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
24.	Seating	Mid-Back Rigid Seating, Level 1	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
25.	Color Choice	White	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
26.	Seatbelt	Non Retractable	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	
27.	Driver's Seats	Freedman Sport, Level 1	<input type="checkbox"/> Conforms <input type="checkbox"/> Does Not Conform	

VENDOR NOTES:

(1) Bidder is required to fill in this column.

(2) Actual specifications must be provided in this column for any non-conforming specifications.