



INVITATION TO BID

FINANCE DEPARTMENT

ELLEN SANBORN
Finance Director

PARKER MADDEN
Deputy Finance Director

COLLEEN C. SELBERG
Purchasing Agent

Bid #18-22

ELECTRIC VEHICLE FOR BUS SERVICE DEPARTMENT

Sealed bid for the purchase of (1) Battery Electric Vehicle (BEV) for the City of South Portland Bus Service/Transportation Department as specified below, in the attached specifications and proposal, will be received by the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine 04106, until 2:00 p.m., Wednesday September 8, 2021 at which time, they will be publicly opened and read aloud. Bids received after the above stated day and time will not be considered.

Bids shall be submitted on the attached bid form in sealed envelopes, plainly marked "Bid #18-22 Electric Vehicle" and shall be addressed to the Purchasing Agent at the above address.

Delivery to be made upon receipt of purchase order and shall be F.O.B., 929 Highland Avenue, South Portland, Maine.

Vehicle offered is to be brand new, the latest model available, and of good quality and workmanship. Other features/options specified as well as any and all delivery, title fees, etc. pertaining to this bid must be provided and must be included in the price bid. It will be the responsibility of the bidder to clearly note compliance with and/or exception to any and all specifications shown. Should no exceptions be listed it will be assumed that the equipment bid is in full compliance with the specifications.

If the equipment offered by a bidder under the attached specifications meets the specifications except for minor factors or reasonably small amounts in dimensions, and if it shall be determined by the City that these minor variations from the specifications do not prevent the equipment being bid from performing as satisfactorily or from being as good as equipment fully meeting these specifications, then these minor variations from the specifications may be waived by the City, if it deems it to be to its advantage, and the equipment with the waived variations in specifications will be accepted as fully meeting these specifications.

Warranty. Dealer shall include manufacturers' standard warranty in the price of the vehicle. Dealers should include information on any additional warranty coverage Dealer

is including in the bid price. All warranty coverage information should be included in the submitted bid materials.

There shall be, within the Greater Portland area, a repair service which shall maintain a stock of spare parts for any make and model of any vehicle that a bidder offers in the proposal.

Award of bid will be based on the proposal that best fits the needs of the City in both cost, convenience, and safety. Bidders are highly encouraged to submit multiple proposals whenever possible as all makes, and models will be taken into consideration. Since a prompt delivery is required, delivery time, as well as price, may be a factor in determining the award of this bid.

This purchase will rely on an Efficiency Maine BEV rebate and will therefore be limited to qualifying dealerships listed here:

https://www.efficiencymaine.com/docs/EV_Accelerator_Participating_Dealers.pdf

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of bills for all items covered by the purchase order. In submitting bids under attached specifications, bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes and Sales Taxes.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the City shall govern the award of this bid's purchasing ordinance.

Colleen C. Selberg
Purchasing Agent

SPECIFICATIONS

The City of South Portland is seeking to purchase one (1) battery electric vehicle for its Bus Service/Transportation Department for use in municipal transit operations.

The minimum requirements for this vehicle must include:

- 100% electric vehicle
- minimum four-passenger capacity
- compliance with all current Federal Motor Vehicle Safety Standards and Regulations to safely operate on all public roads and US highways
- a minimum 60 kWh battery
- charging capability for level II (240V) and DC fast charge (480V)
- a minimum EPA estimated range of 250 miles
- all weather tires

BIDDER must specify:

- vehicle make, model, and year (with attached catalogue/brochure indicating standard features)
- vehicle cost
- How long it will take the vehicle to fully charge
- EPA estimated mileage range per charge
- Miles per gallon equivalent
- Identify fully all option packages included
- A maintenance schedule, what is included & approximate costs for each maintenance “tune-up”
- Include details on whether a free roadside assistance package is included and what it entails
- Expected life of battery – warranty coverage applied
- Cost of replacement battery

Attached in Exhibit 1 are required Federal Transit Administration (**FTA**) contractual clauses applicable to the threshold amount of this Procurement. By submitting this proposal, **BIDDER** acknowledges that the contractual conditions contained in Exhibit 1 are agreed to and are incorporated into this Procurement.

BIDDER PROPOSAL

The UNDERSIGNED hereby proposes to furnish a new all-electric vehicle to the South Portland Bus Service/Transportation Department, in accordance with the attached Invitation to Bid, the attached specifications, and at the following price, warranty, and delivery time:

Price (including delivery, title and any other fees) \$ _____

Add/Alt Extended Warranty \$ _____

Year Make & Model # _____

Color _____ Odometer Reading _____

Warranty _____

Delivery Time _____

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing
Address: _____

Zip Code: _____ Date: _____

Telephone: _____ Fax: _____

E-Mail: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

EXHIBIT 1
REQUIRED, APPLICABLE
FTA CONTRACTUAL
CONDITIONS

The Federal Transit Administration (FTA) is a major funding source for this procurement. As a condition for receipt of those Federal funds, the City of South Portland (CITY) has agreed to accept the following contractual conditions which it has been instructed by the FTA to pass along to its contractors for compliance thereto:

a. Integrity. certifies that its principals, sub-recipients, or sub-contractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this Certification;
- (4) Have not within a three-year period preceding this procurement had one or more public transactions (Federal, State, or local) terminated for caused or default; and
- (5) Are not on the United States of America's Comptroller General's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this Federally supported contract.

b. No Federal Government Obligations to Third Parties. agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to , any sub-contractor thereof, or any other person not a party to the Grant Agreement or Cooperative Agreement between the FTA and the CITY in connection with this procurement. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub-agreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including or any sub-contractor thereof.

c. False or Fraudulent Statements or Claims. acknowledges and agrees that:
(1) 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 activities in connection with this procurement. Accordingly, by accepting this procurement, certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with this Procurement covered by the Grant Agreement or Cooperative Agreement between the FTA and the CITY. In addition to other penalties that may apply, also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the CITY or Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on BIDDER to the extent the Federal Government deems appropriate.

(2) If BIDDER makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the CITY or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. §5307, the Government reserves the right to impose on the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1), to the extent the Federal Government deems appropriate.

d. Keeping of and Access to Contract Records. BIDDER shall keep satisfactory records in the manner described in the Master Agreement between the FTA and the CITY with regard to the use of Federal financial participation provided in connection with this procurement and shall submit upon request such information as the CITY or FTA may require in order to assure compliance with this clause. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

e. Federal Laws and Regulations. acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the procurement on the date the authorized FTA official signs the Grant Agreement or Cooperative may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when BIDDER enters into any procurement with the CITY, and might apply to that procurement. BIDDER agrees that the most recent of such Federal requirements will govern the administration of the procurement at any particular time, unless the CITY and the FTA issue a written determination otherwise. FTA's written determination may be issued as a Special Condition or Special Requirement within the Grant Agreement or Cooperative Agreement, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of this Master Agreement. To accommodate changing Federal requirements, the CITY agrees to include this notice in the Agreement with BIDDER in this Procurement that Federal requirements may change and the changed requirements will apply to this Agreement, as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.

f. State, Territorial, and Local Law. Except when a Federal statute or regulation preempts State, local, or territorial law, no provision of the Grant Agreement, Cooperative Agreement, or the Master Agreement shall require the CITY and/or BIDDER to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of the Grant Agreement, Cooperative Agreement, or the Master Agreement violate State, territorial, or local law, or would require the CITY and/or BIDDER to violate State, territorial, or local law, the CITY agrees to notify FTA Immediately in writing. Should this occur, FTA and the CITY agree to make appropriate arrangements to proceed with or, if necessary, terminate the procurement expeditiously.

g. Civil Rights - Federally Supported Programs. BIDDER agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

(1) Nondiscrimination in Federal Transit Programs. BIDDER agrees to comply, and assures the compliance of any sub-contractor at any tier under this Agreement, with the provisions of 49 U.S.C.

§5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

(2) Nondiscrimination -- Title VI of the Civil Rights Act. BIDDER agrees to comply, and assures the compliance of each sub-contractor at any tier under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. ' 2000d et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

(3) Equal Employment Opportunity. BIDDER agrees to comply, and assures the compliance of each sub-contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, and 49 U.S.C. §5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include, but are not limited to, the following:

(a) BIDDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. BIDDER 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, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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. BIDDER also agrees to comply with any implementing requirements FTA may issue.

(b) If the CITY is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Failure by BIDDER to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the CITY of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance in accordance with Section 11 of the Master Agreement, or other measures that may affect BIDDER's eligibility to obtain future Federal financial assistance for transportation Projects.

(4) Nondiscrimination on the Basis of Sex. BIDDER agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §1681 et seq., with U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

(5) Nondiscrimination on the Basis of Age. BIDDER agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 et seq., and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

(6) Access Requirements for Persons with Disabilities. BIDDER agrees to comply with the requirements of 49 U.S.C. §5301(d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. BIDDER also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, BIDDER agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

[1] U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

[2] U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance," 49 C.F.R. Part 27;

[3]) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

[4] U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

[5] U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

[6] U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

[7] 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;

[8] U.S. Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

[9] FTA regulations, "Transportation for Elderly and handicapped Persons," 49 C.F.R. Part 609;

[10] Architectural and Transportation Barriers Compliance board regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and

[11] Any implementing requirements FTA may issue.

(7) Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. BIDDER agrees to comply with confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §290dd-3 and §290ee-3, and any subsequent amendments to these acts.

(8) Access to Services for Persons with Limited English Proficiency. BIDDER agrees to comply with guidance set forth in Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. §2000d-1 note, and with the requirements and provisions of U.S. DOT Notice, "DOT Guidance to Vendors on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January, 22, 2001.

(9) Other Nondiscrimination Statutes. BIDDER agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this Agreement.

h. Federal Standards. BIDDER agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," incorporated herein by reference including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated.

i. Prohibited Financial Interests. No elected official or employee of the CITY during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

j. Congressional Financial Prohibition. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

k. Disadvantaged Business Enterprises. In connection with the performance of this Agreement, the BIDDER shall cooperate with the CITY in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises ("DBEs"), including women business enterprises, as defined in Title 49, Code of Federal Regulations, Part 23, and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

l. Audits. BIDDER and any sub-operators for this ADA service shall permit the authorized representatives of the CITY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of BIDDER relating to its performance and its sub-contracts under this Procurement from the effective date of the Procurement through and until the expiration of three (3) years after the completion of the Procurement with which federal funds are used.