

REQUEST FOR QUOTES

Bus Graphics Install



metro

July 11, 2018

REQUEST FOR QUOTES (“RFQ”)**SPECIFICATION NO. 23-18
BUS GRAPHICS INSTALL****OBJECTIVE**

The Transit Authority of the City of Omaha, d/b/a Metro (“Metro”), is requesting Quotes from qualified offeror teams to furnish the tools, equipment, manpower and supervision to install 38 sets of vinyl bus graphics on new buses Metro is purchasing. The graphics will be supplied to the offeror. The production of graphics is not included in this RFQ.

The successful offeror selected will install the graphics at the Metro facility, located at 2222 Cuming St, Omaha NE. Installation is expected to take place between the hours of 8am and 5pm CT, Monday through Friday. Other hours and days may be negotiated between the offeror and the project manager, the Director of Maintenance.

Metro has purchased from Alexander Dennis 17 30’ buses and 3 35’ buses, and from New Flyer 18 35’ buses which will be included in this RFQ. Buses will be delivered between August 2018 and February 2019. Metro will furnish the successful offeror with bus specifications; clean, clear, well lit areas to perform the install; and the graphics. All other tools, equipment, manpower and supervision will be supplied by the offeror. There will be no graphic production associated with this RFQ.

BACKGROUND

Metro was established in 1972 and currently provides bus and paratransit service in the cities of Omaha, Bellevue, Ralston, Papillion and La Vista in Nebraska and Council Bluffs in Iowa. The service area population is approximately 561,920.

The administrative and maintenance facility is located at 2222 Cuming Street in Omaha. Metro’s National Transit Database (NTD) Report for FY 16 provided the following operating statistics for its fixed-route and paratransit service:

	Fixed Route Service	Paratransit Service
Passenger trips	3,780,468	736,623
Revenue miles	3,979,914	800,977

GENERAL INFORMATION FOR OFFEROR AND OFFEROR TEAMS

Notification of Federal Participation: This project is financed in part by the Federal Transit Authority (FTA). Accordingly, federal contract standard conditions and requirements apply to this project. In the event any of these federal contract requirements are revised during the below solicitation schedule, such revision shall be incorporated therein.

All expenses and costs incurred in the preparation, submission and/or presentation of the IS shall be the sole responsibility of the supplier or offeror team. All reports, designs, drawings, plans, specifications, instructions, schedules, and other materials and documents submitted with a firm’s proposal shall

become the property of Metro and not returned. Additionally, all proposal materials and documents received by Metro shall become a matter of public record and regarded as public records. As required by law, Metro will disclose such records or portions thereof.

The issuance of this RFQ, and Metro's acceptance of any and all proposals shall not constitute any implied or express agreement. Metro makes no guarantee that any contract will be awarded as a result of this RFQ.

DISADVANTAGE BUSINESS ENTERPRISE (DBE):

Metro has not established a specific goal for this project for DBE participation.

PROCUREMENT SCHEDULE

The following is a **tentative** schedule for the Request for Quotes process. Dates subject to modification by addendum:

Distribute Request for Quotes	Wednesday, July 11, 2018
Deadline to submit questions or seek clarifications (Use Exhibit F)	2:00 pm CST Tuesday, July 17, 2018 (NO LATE SUBMISSIONS ACCEPTED)
Answers to requests for clarifications posted	Thursday, July 19, 2018
Quotes Due	2:00 pm CST Thursday, July 26, 2018
Notification of Selected Offeror Team	Friday, July 27, 2018
Notice to Proceed	Friday, July 27, 2018

1. SCOPE OF SERVICES

General Information

Interested Offerors may submit proposals until 2:00 pm CT, Thursday, July 26, 2018. Proposals received after that time and date will be deemed non-responsive and disallowed from further consideration. Metro will not consider proposals received via fax or email. Proposals must be mailed or hand delivered to:

Metro – 23-18 BUS GRAPHICS INSTALL
2222 Cuming Street
Omaha, Nebraska 68102
Attn: Grant Administrator

In cases where communication between the offeror and Metro is required, such communication will take place only between the offerors authorized representative and Metro's Grant Administrator. Electronic comments, questions and requests for clarification and approved equals should be sent directly to: procurement@ometro.com.

All proposals should be complete and factual. Incomplete proposals may not be considered for award under this RFQ. Metro reserves the right to waive minor clerical errors and omissions from submissions.

The Bus Graphic Install contract is non-exclusive. Metro expressly reserves the right to contract with other offerors for performance of bus inspections as described in this RFQ. Metro retains and does not vacate any discretionary rights or authority because of any Bus Inspection Contract for specified services.

Standards of Performance

Guarantee to perform the Services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

Upon Metro's Notice of Failure to comply with such standards or to otherwise be in default of the contract in any manner following the Notice to Proceed, the successful respondent(s) shall immediately remedy said defective performance in a manner acceptable to Metro. Should the successful respondent(s) fail to immediately correct said defective performance, said failure shall be considered a breach of the contract and grounds for termination of the same by Metro.

In the event of any breach of this contract by the successful respondent(s), the successful respondent(s) shall pay any cost to Metro caused by said breach including but not limited to the replacement cost of such Services with another vendor. Metro reserves the right to withhold **Insurance Requirements**.

Successful respondent(s) may provide the limits of liability required by a combination of the described policy forms and an Umbrella Excess Liability Policy.

Safety

Observe Metro safety policies, pertinent safety practices and comply with any applicable safety regulations. Take all precautions necessary for the protection against injury of all persons engaged at all Metro sites in the performance of the contract. Be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. This requirement will apply continuously and not be limited to normal working hours.

Specifications

The offeror will install graphics on 38 buses. Metro will coordinate with installer to have groups of buses ready for installing graphics. Groups will range from 3 to 8 buses at a time, or as mutually agreed upon by Metro and the offeror.

Graphics will be supplied by Metro. No graphic production will be involved. Installation will take place between August 1, 2018 and February 28, 2019. This timeline maybe extended or contracted as the buses arrive and are available to install.

Installation will take place at Metro Transit, 2222 Cuming Street. Space inside the Metro garage will be provided. This space is covered from the elements, but is not climate controlled. All Offeror employees working in, and around, the Metro facility will be expected to adhere to Metro safety rules including, but not limited to, eye protection, hearing protection, high visibility clothing, posted speed limits and other rules as specified by the project manager. Metro prohibits smoking and vaping within the facilities, including any offeror vehicles parked in Metro facilities.

Under the direction of the Metro project manager, for this project, the project manager is the Director of Maintenance. Offeror must supply tools, man power, and supervision, including ladders to adequately install bus graphics.

Buses will range in size from 30 to 35 feet in length, and 10 to 13 feet in height. Install for the front of the bus will include one (1) 15" by 12" Metro "M". Install for the driver side of the bus will include four (4) 37" by 20" stripes, one (1) 23" by 5.5" Metro logo above rear wheel well, and one (1) 37" by 11" stripe, one (1) 37" by 14" stripe, and one (1) Metro logo in between the front wheel well and the front bumper. Install for the passenger side of the bus will include four (4) 37" by 20" stripes, one (1) 23" by 5.5" Metro logo above front wheel well, and one (1) 37" by 11" stripe, one (1) 37" by 14" stripe, and one (1) Metro logo in between the rear wheel well and the back bumper. Install for the back of the bus will include one (1) 23" by 5.5" Metro logo and one (1) 27" by 5" "ometro.com" graphic. **See attached Livery Drawing, Attachment 1.**

Graphic material is 3M High Performance Controltac. Vinyl has a paper backing and is ready to install. There will be no graphic manufacturing or production as a portion of this RFQ. All graphics have been procured under a separate contract. Graphics are on site and ready to install.

All installation will be completed to industry standards and will result in properly installed graphics with a smooth finish, free from air pockets and blemishes. All final work will be inspected by the project manager prior to acceptance.

2. THE FOLLOWING ATTACHMENTS MUST BE SIGNED AND INCLUDED WITH SUBMITTALS

RATE PROPOSAL FORM

EXHIBIT A - ACKNOWLEDGEMENT OF FEDERAL CLAUSES

EXHIBIT B - REQUEST FOR CLARIFICATION/SUBSTITUTION

(Must be received by 2:00 pm on Tuesday, July 17, 2018 to be considered)

EXHIBIT C - ACKNOWLEDGEMENT OF ADDENDUM

EXHIBIT D – BIDDERS LIST DATA FORM

Please do not include promotional material with proposal. All proposals must be received by 2:00 pm Central Time, Thursday, July 26, 2018 to be considered.

3. ADDITIONAL INFORMATION

Responsive proposals are those complying in all material aspects of the RFQ including method, timeliness, and substance of the submission. Proposals that do not comply with the submittal criteria may be rejected as non-responsive.

Metro reserves the right in its discretion to:

- Amend the RFQ at any time prior to the proposal due date by Addendum;
- Reject all proposals;
- Waive minor irregularities contained in any proposal;
- Rely upon any information obtained through its own investigation of the supplier/offeror team or its proposal or that of any department, agency or any other appropriate governmental entity; and/or
- Withdraw the RFQ at any time, including after the due date, without the award of any contract.

Supplier/Offeror Team may withdraw RFQs by giving written notice referencing the appropriate Project and Specification numbers. Requests for withdrawal should be addressed to the Grant Administrator prior to the closing date of the RFQ.

Modifications to submittals will be accepted and considered only if received prior to the due date. All modifications shall clearly identify how and to what extent the proposal is being modified. Where appropriate, the required number of copies of substitute forms, documentation and other materials shall be included with the modification.

Metro may request additional or clarifying information from any supplier/offeror team at any time.

Request(s) for clarifications

Please submit all questions in writing to procurement@ometro.com using the form found in Exhibit F. Offeror/Offeror teams are prohibited from initiating contact with regard to this procurement with anyone else at the FTA, Metro, the City of Omaha or Metropolitan Area Planning Agency (MAPA) except for Metro's Grant Administrator or indicated designee.

Metro will post all questions, answers and clarifications to:

<http://www.ometro.com/corporate/contracting-opportunities>.

4. PROTESTS

Protests made in connection with this RFQ, shall be made in writing received by the Grant Administrator no later than ten (10) days before the closing date. All protests shall be concise, direct and sufficient to permit Metro to determine the full and complete basis of this protest. Metro shall provide a response to the protest no later than five (5) days prior to the closing date.

Appeals from the award of a contract must be made in writing and received by the Executive Director of Metro no later than ten (10) days after the earlier of the award of the contract or the announced intention of the award of the contract. Appeals shall be limited to those allowable by, and made in compliance with, the procedures established by Metro, copies of which may be

obtained from the Executive Director of Metro. All appeals shall be concise, direct and sufficient to permit Metro to determine the full and complete basis of the appeal, fully supported by all current, relevant objective information, documentation or support considered necessary by the firm that is completely accurate in all material respects. Procedures for appeals from any such decision are set forth in Metro's protest procedures.

The filing or approval of any protest or appeal may result in the extension of the due date for responses to the RFQ, the issuance of an Addendum, the withdrawal of the RFQ or the reconsideration of any award of a contract, in the sole discretion of Metro.

In the event of an appeal to the award of a contract, the award shall not be considered final or binding upon Metro unless the award is thereafter confirmed in writing by the Executive Director.

For information purposes only, each firm should understand that the FTA would not accept any protest or appeal from any decision of Metro unless Metro fails to have any written protest procedures or fails to follow such procedures for timely review of a protest. Firm must exhaust all administrative remedies with Metro before pursuing a protest with FTA. The appropriate FTA regional or Headquarters Office must receive an appeal to FTA within five (5) working days.

5. ELIGIBILITY FOR AWARD OF CONTRACT

Award of this contract shall be made to the proposal which is responsive in all respects to these procurement requirements, and where the Offeror is determined to be a responsible Offeror, a determination that shall be made solely at the discretion of Metro. The Offeror affirms and declares:

- The Offeror has the capacity to do business within the State of Nebraska.
- The Offeror has the capability to assure completion of the required services within the time specified under this contract.
- The Offeror presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- The Offeror is of lawful age and that no other person, firm or corporation has any interest in this proposal or the contract proposed to be entered into.
- To be "qualified," the Offeror must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
- The Offeror is not on the Comptroller General's list of ineligible consultants.

Metro will only award to responsible Offeror/Offeror teams under the criteria set forth in 49 USC 5325. Metro also utilizes the System for Award Management to verify Offerors information.

6. INSURANCE

Metro strongly recommends that firms confer with their respective insurance carriers and/or brokers to determine in advance of proposal submission regarding the availability of insurance coverage.

Selected firm shall procure and maintain for the period set forth below insurance against claims for injuries to persons or damage to property or for professional errors and omissions, which may arise from or in connection with the performance of the work hereunder by the firm. Metro reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

- Workers Compensation Insurance in the minimum statutory amounts under the laws of the State of Nebraska. Insurer will agree to waive all subrogation rights against Metro, its officers, officials and employees for losses arising from the work performed by the firm.
- General liability insurance of \$500,000 per occurrence, \$1,000,000 aggregate. General Liability insurance will include:
 - A. Premises and Operations
 - B. Personal Injury/Advertising Injury
 - C. Products/Completed Operations
 - D. Liability assumed under an Insured Contract
 - E. Independent Contractors
- Selected firm shall maintain automotive liability with limits of not less than \$500,000 per occurrence. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- Insurance will be placed with Nebraska admitted insurers having an AM Best & Co rating of A-VII or better.
- Certificate of Insurance must be on file with Metro prior to start of contract.

7. FEDERAL CLAUSES FOR PROCUREMENT OF MATERIALS AND SUPPLIES

These are required clauses by the Federal Transit Agency. They cannot be changed or amended.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

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 STATEMENTS OR 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.

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.

ACCESS TO RECORDS

Where the Purchaser enters into a negotiated contract for other than a small purchase or 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 sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to 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.

Where any Purchaser which is the FTA Recipient or a sub-grantee of the 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 competitive bidding, 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 agrees to 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).

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 current 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.

TERMINATION

Termination for Convenience by Metro.

Any contract, or any part thereof, awarded by the Metro pursuant to this RFQ shall be subject to termination at any time by the Metro upon notice in writing to be effective as of the date of receipt of such notice. Upon receipt of such notice, Contractor shall, unless otherwise specified in the notice, immediately stop all Work and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to Subcontractors to cease all related Work. In the event this Agreement is terminated by application of this Section (a), Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section (b). Contractor waives any other right, remedy or recourse of any nature whatsoever it may have now or at any other time against the Metro and the FTA.

In the event of termination for convenience pursuant to Section (a), Metro shall be responsible to pay the Contractor only for all authorized Work performed up to the date of termination and conforming to the Contract, without allocation of profit for unperformed, remaining or incomplete Work. In no event shall the aggregate charges to be paid by Metro pursuant to the preceding sentence exceed resulting from the percentage of the completed Work to that remaining multiplied by the aggregate Contract price. In the event of such termination, Contractor shall have no recourse against Metro except as earlier stated in this Section (b) and as follows: Contractor shall be entitled to receive reimbursement from Metro an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Contractor in withdrawing its equipment and personnel from the Work and otherwise demobilizing; (ii) the actual, reasonable and necessary costs reasonably incurred by Contractor in terminating those contracts, not assumed by Metro, for Subcontractors; (iii) provided, however, Contractor shall not be paid for any Work after receipt of such notice or for any costs incurred by Subcontractors after receipt of Customer's termination notice, or for Work which Contractor could reasonably have avoided Contractor. Contractor shall document any cost claimed by it to Metro's reasonable satisfaction and shall supply Metro with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Metro for the amount of reimbursement claimed by Contractor with

all supporting information and requisite documents. Unless disputed in good faith by the Metro, Customer shall be paid such amounts within thirty (30) business days after Customer delivers all Work, completed or not completed, in its then current form, free and clear of all liens and assigns to Metro together with any subcontracts, duly assigned, that Metro is willing to assume.

Suspension by Metro

Upon seven (7) days' prior notice, the Metro may suspend, delay, or interrupt for up to six (6) months the Work or the Project for the convenience of the Metro. In the event such suspension, delay, or interruption causes a change in Contractor's cost or time required for performance of the Work, the Parties will agree on an equitable adjustment through a written amendment to the Contract to be signed by Metro and Contractor. A suspension may be withdrawn by Metro upon five (5) days' written notice to Contractor. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Metro and Contractor shall be compensated by Metro as if this were a termination for convenience.

Termination for Default by Metro. Without prejudice to any other remedy or recourse, including its right to seek damages, the Metro may:

- (a) Terminate the Contract effective immediately upon Contractor's receipt of written notice from Metro specifying any of the following events:
- (i) Insolvency of Contractor.
 - (ii) The filing of a meritorious petition of bankruptcy by or against Contractor or the filing of any petition by Contractor seeking protection under Chapters 7, 11 or 13 of the United States Bankruptcy Code.
 - (iii) The conviction of Contractor of a felony in connection with the Work.
 - (iv) Failure to materially comply with any of the Laws.
 - (v) Any attempt to evade any material provision of the Contract or to practice any fraud or deceit upon Metro.
 - (vi) The failure of Contractor or any of its Subcontractor's to fully comply with the lawful directives or cooperate with requests of Metro's inspectors or other officials administering or monitoring Work, including any federal, state or other public authority.
 - (vii) The failure to provide any required bond within ten (10) days of notice of the award of the Contract.
 - (viii) Any material misrepresentation by Contractor made at any time.
 - (ix) Contractor improperly assigns or attempts to assign the Contract or any of the Work.
 - (x) The failure to properly maintain, provide or permit Metro access to any books, records, bank accounts or documentation related to the Contract.
- (b) Terminate the Contract, if any of the following (which shall also constitute a material default or breach of the Contract) is not cured to the satisfaction of the Metro within the earlier of thirty (30) days or the time prescribed therefor, in either event from the receipt of written notice from the Metro specifying such breach or default:
- (i) Contractor fails to conform operations which are in violation of the Laws because of a change in the Laws within 30 days following the effective date of such change.
 - (ii) The failure to promptly pay any sums due to Metro within 5 days of notice.
 - (iii) Contractor refuses or fails to timely commence or perform the Work.
 - (iv) Contractor refuses or fails to supply enough properly skilled workers, or proper materials or Subcontractors to timely perform the Work.

- (v) Contractor fails to comply promptly with rejection notices or notices to correct defects in the Work.
- (vi) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section.

Termination under this Section shall be effective as of the expiration of the period so specified without the necessity of further action by Metro.

Wrongful Termination by Metro

In the event the Metro shall wrongfully terminate the Contract, unless otherwise agreed by the Parties in writing, to re-instate or otherwise continue the Contract in accordance with its terms, Metro's termination shall be construed to be a termination for convenience.

Future Breach not Waived

No waiver by Metro of any breach or default by Contractor under the Contract shall operate or be construed to operate as a waiver of any other existing or future breach or default, whether of a similar or different character. Failure of Metro to insist upon strict performance of any provision under this Agreement shall not constitute a waiver of, or estoppel against asserting the right to require strict performance of any other provision of this Agreement or the same provision in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later default or breach. No waiver by any Person of any default by any Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release of, said Party from performance of any other provision, condition or requirement herein; nor shall such waiver be deemed to be a waiver of, or in any manner a release of, said Party from future performance of the same provision, condition or requirement. Any delay or omission of any Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. No waiver of a right created by this Agreement by one or more Parties shall constitute a waiver of such right by the other Parties except as may otherwise be required by law with respect to Persons not parties hereto. The failure of one or more Parties to perform its or their obligations hereunder shall not release the other Parties from the performance of such obligations.

Contractor's Right to Terminate

Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section. In the event that Metro fails to timely pay to Contractor any undisputed amounts due pursuant to the terms of the Contract, Metro shall be in default under this Contract and Metro shall be allowed thirty (30) days from receipt of a written notice of such default from Contractor in which to cure such default, after which Seller may immediately terminate this Contract by written notice to Buyer. Any amount disputed by Metro to be due under this Contract must be disputed in good faith.

Waiver of Contractor's Other Remedies

Except as provided in Section (6), Contractor waives any claim or other right it may have to proceed in law or equity against Metro or to otherwise obtain any money or any damages under or in respect to this Contract for any wrongful or other termination or for any default or breach in the keeping or performance of any warranty, covenant or obligation under or in respect to this Contract by Metro or for any other act, operation or omission of Metro in respect to the Contract, under any theory whatsoever.

This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the State of Nebraska. Any litigation arising from this procurement shall be brought in courts with jurisdiction in Omaha, Nebraska.

CIVIL RIGHTS

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 contractor, subrecipient or subcontractor shall not discriminate on the basis Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law - 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Policy Statement

The Transit Authority of the City of Omaha d/b/a Metro has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT),

49 CFR Part 26. Metro has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Metro has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Metro to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Metro Director of Legal/Human Resources has been delegated as the DBE Liaison Officer. In that capacity, the Director of Administration/Human Resources is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Metro in its financial assistance agreements with the Department of Transportation.

The Metro Board of Directors has adopted a formal Operating Policy demonstrating the company’s commitment to implementing all aspects of the DBE program which has been disseminated to managers and officials responsible for procurement of goods and services. The Policy Statement is posted on company Bulletin Boards. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by posting the statement on the company’s website and including the Statement of Policy in solicitation documents.

The (Contractor, Sub-recipient, or Sub-contractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the (Contract or Agreement). The requirements of 49 C.F.R. Part 26 or at another Part if reissued and the Recipient’s U.S. DOT-Approved Disadvantaged Business Enterprise (DBE) Program (where required) are incorporated in this (Contract or Agreement) by reference. Failure by the (Contractor, Sub-recipient, or Sub-contractor) to carry out these requirements is a material breach of the (Contract or Agreement), which may result in the termination of the (Contract or Agreement) or such other remedy as the Recipient deems appropriate.

The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract within thirty (30) days following satisfactory performance of the sub-contractor’s work. The prime contractor further agrees to return any retainage payments to each subcontractor within thirty (30) days upon satisfactory completion of the sub-contractor’s work. Any delay or postponement of payment may occur only for good cause following written approval of Metro. This clause applies to both DBE and non-DBE sub-contractors.

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, June 19, 2003, 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 of The Authorities requests, which would cause Metro to be in violation of the FTA terms and conditions.

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 Offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror 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 Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.**

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.

RECYCLED PRODUCTS

These requirements apply to contractors and sub-contractors at all tiers. The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

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.

STATE AND LOCAL LAW DISCLAIMER

All regulations listed in this document apply to the Third Party Contractor in the same manner as they apply to Metro. Offers will be received and reviewed, but no contract shall be awarded until all applicable Federal, State and Local Government regulations have been complied with.

FEDERAL PARTICIPATION

In the announcement of any third party contract award for goods or services (including construction services), having an aggregate value of \$500,000 or more, Metro will specify the amount of Federal assistance to be used in financing that acquisition of goods and services, and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

SPECIAL PROVISION – TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

A. Definitions - As used in this Special Provision:

1) Driving

Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

2) Text Messaging

Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

B. Safety - The Contractor is encouraged to:

1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

- a) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;
- b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
- c) Any vehicle, on or off duty, and using an employer supplied electronic device.

2) Conduct workplace safety initiatives in a manner commensurate with the Contractors size, such as:

- a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

3) Include this Special Provision in its sub-agreements with its sub-recipients and third party contracts and also encourage its sub-recipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub-agreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Rate Proposal Form

Project: Bus Graphics Install

Date

Project No. NE-90-X107

Specification No. 23-18

Per Bus Graphics Install Rate: \$ _____

The undersigned hereby agrees to perform the work in accordance with the Procurement Documents.

The undersigned understands that this Offer will be examined by Metro, that it shall not be withdrawn for sixty (60) days and that no award shall be made until all required documentation is obtained.

The Transit Authority of the City of Omaha, d.b.a. Metro is exempt from payment of all federal, state and local taxes and these must not be included in any pricing. Metro will furnish the successful vendor with necessary tax exempt certificates.

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address / Mailing Address

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

EXHIBIT A
ACKNOWLEDGEMENT OF FEDERAL CLAUSES

Project: Bus Graphics Install _____ **Date** _____
Project No. NE-90-X107 _____ **Specification No. 23-18** _____

I have reviewed the attached Federal Clauses for Procurement of Materials and Supplies in conjunction with Metro’s procurement of **NE-90-X107 Spec #: 23-18 Bus Graphics Install** for which _____ has provided a proposal for

(Authorized Representative)

consideration and hereby affirm that _____

(Company Name)

shall conform to and abide by all aforementioned requirements as set forth and any amendments thereto.

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address / Mailing Address

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

EXHIBIT B
REQUEST FOR CLAIIFICATION OR APPROVED EQUAL

Project: Bus Graphics Install **Date** _____
Project No. NE-90-X107 **Specification No. 23-18**

Request for Clarifications/Substitutions (Must be received by 2:00 pm Central Time, Tuesday, July 17, 2018)

Project Title: _____ Date: _____

Company Name: _____ Page No: _____

Document Reference (check one):

General Requirements: _____

Specifications: _____

Section Number: _____

Section Title: _____

CONTRACTOR'S REQUEST:

METRO RESPONSE:

Approved _____

Denied _____

Metro Comments:

Metro Authorized Signature
Grant Administrator

Date of Response

Metro Transit, 2222 Cuming Street, Omaha, NE 68102 jrumery@ometro.com

EXHIBIT C

ACKNOWLEDGEMENT OF ADDENDUM OR APPROVED EQUAL

Project: Bus Graphics Install **Date** _____
Project No. NE-90-X107 **Specification No. 23-18**

In submitting this Bid, I hereby acknowledge receipt of addendum # ____ through ____.

Print Name of Firm

Print Name of Authorized Representative Print Email Address

Print Title of Authorized Representative

Print Street Address / Mailing Address

Area Code & Telephone Number Area Code & Fax Number

Signature of Authorized Representative

This form must be signed and submitted in bid package. All signatures must be original.

EXHIBIT D

BIDDERS LIST DATA FORM

Metro is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. This Bidders List Data Form will be used to collect bidder information used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing Metro’s annual DBE goal. Metro’s Bidders List is a compilation of bidders, proposers, quoters, subcontractors, and suppliers of materials and services who have submitted bids during the advertising period of a solicitation for services and/or goods. **Please print legibly and provide the following information:**

PART A: BUSINESS DATA

1. Business Name: _____
2. Business Address: _____

3. Contact Person: _____ Title: _____
4. Phone: () _____ Fax: () _____
5. Email Address: _____
6. Is this business a certified DBE under Nebraska’s Department of Roads Unified Certification Program? ___ Yes ___ No
7. Age of Business: _____ Years _____ Months
8. Business Annual Gross Receipts:

<input type="checkbox"/> < \$500,000	<input type="checkbox"/> \$500,000 to \$1,000,000	<input type="checkbox"/> \$1,000,000 to \$2,000,000
<input type="checkbox"/> \$2,000,000 to \$5,000,000	<input type="checkbox"/> >\$5,000,000	

PART B: PROJECT AND WORK DESCRIPTION

9. Project Name: _____
10. Provide a brief description of the scope of work, service, and/or materials to be performed or furnished:

11. Provide the NAICS code(s) that best defines your business: _____
12. Will the business subcontract any of work, service, and/or materials? ___ Yes* ___ No
(*If Yes, then the subcontractor(s) must also complete an individual Bidders List Data Form.)

PART C: SIGNATURE

The undersigned hereby declares that the information set forth on this form is current, complete and accurate.
 Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Date: _____

Rough Metro Bus Measurements

