

# REQUEST FOR PROPOSAL

## Transit Shelters



August 1, 2017

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**REQUEST FOR PROPOSALS (“RFP”)****SPECIFICATION NO. 06-17****Transit Shelters****OBJECTIVE**

The Transit Authority of the City of Omaha, d/b/a Metro (“Metro”), is requesting proposals from qualified suppliers or vendor teams to furnish transit shelters. Metro encourages all qualified suppliers, including Disadvantaged Business Enterprises (DBEs) and non-DBE women and minority owned firms, to submit a proposal either as individual prime, prime with sub-contractor(s), or through a joint venture.

**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 15 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
Operating expenses	\$24,310,595	\$2,844,743

Metro directly operates 21 local and 7 express bus routes, and owns approximately 60 bus shelters around the Omaha area that have met their useful life. Additionally, over 40 new locations have been identified to potentially receive shelters, dependent on availability of funds in the upcoming years.

Other capital projects in planning include a Bus Rapid Transit (BRT) corridor between the Westroads Transit Center and downtown Omaha, which will include 25 new stations along Dodge Street. Additionally, two new facilities for passenger amenities and connections are planned near Creighton University, and near the Crossroads redevelopment area at 72<sup>nd</sup> and Dodge Streets. Metro desires that any new transit shelters would match the design aesthetic of the BRT stations and other planned amenities (see preliminary BRT station design below).



*Bus Rapid Transit – Preliminary Station Rendering*

#### **GENERAL INFORMATION FOR SUPPLIERS OR VENDOR 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 proposals shall be the sole responsibility of the supplier or vendor 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 RFP, 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 RFP.

#### **Disadvantaged 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 Proposals process:

Distribute Request for Proposals	August 2, 2017
Deadline to submit questions or seek clarifications (use Exhibit F)	August 18, 2017
Answers to requests for clarifications posted	August 22, 2017
Proposals Due 4:00 pm CDT	September 1, 2017
Notification of Selected Supplier/Vendor Team	September 8, 2017
Metro Board of Directors Approval	September 28, 2017
Notice to Proceed	September 28, 2017

## 1. SCOPE OF SERVICES

### General Information

Metro currently has an inventory of approximately 60 bus shelters installed throughout the service area, most of which have surpassed their useful life. Metro intends to replace a minimum of 40 shelters over the next five years. This scope of services is specific to the engineering, fabrication and delivery of shelters only; and does NOT include site installation or site design. Metro anticipates awarding a one-year contract, with an option to renew for up to four (4), one-year extensions.

### Standard Design Requirements

The work specified includes the engineering, fabrication, and delivery of two (2) distinct types of bus shelters. Each shelter product delivery shall include all necessary fasteners and installation instructions.

1. Standard-sized shelter with no advertising panel and no power needs;
2. Standard-sized shelter with standard lighted advertising panel (47" x 68") powered by solar equipment.

A standard-sized shelter shall be approximately ten (10) feet long, and a minimum of five (5) feet wide, and shall comply with accessibility standards described in FTA Circular 4710.1 (See Appendix A)

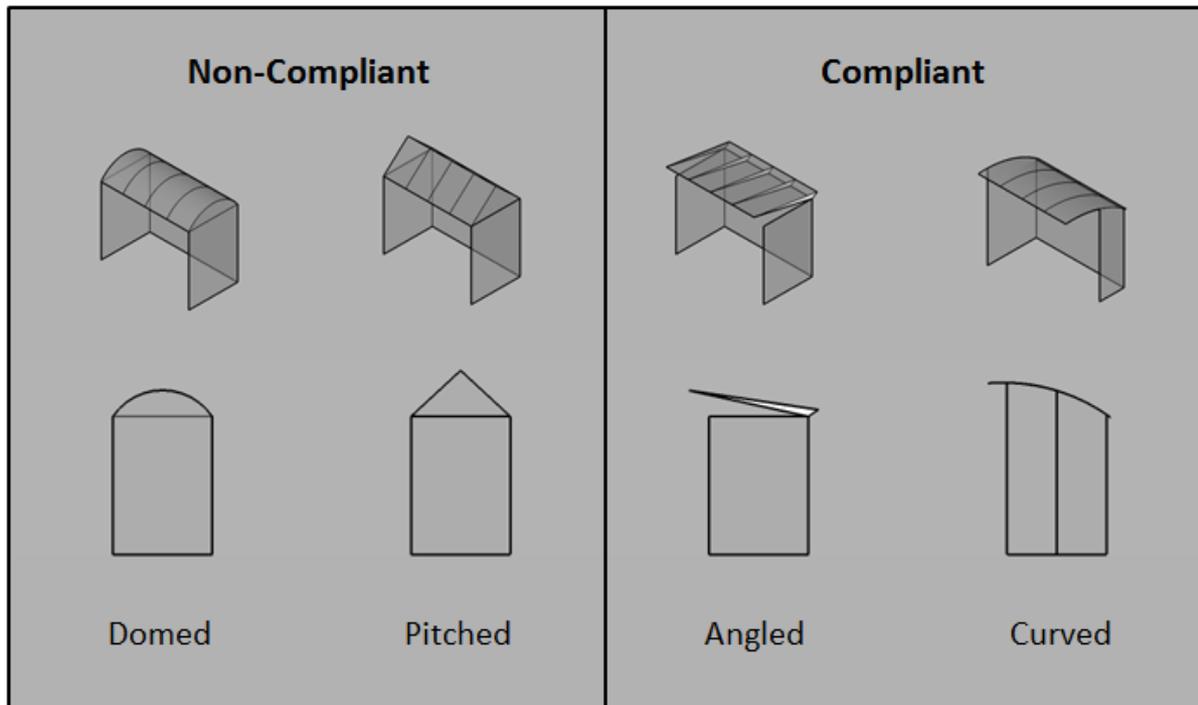
Metro anticipates that some non-solar shelters may be converted to solar/advertising shelters after the date of original installation. As such, the two designs should utilize standard interchangeable parts and mounting brackets so the advertising panel and solar equipment can be interchanged to upgrade a non-powered shelter if desired.

Both shelter designs shall be engineered to the following baseline standards:

- Structures and all elements should meet or exceed a useful life of 15 years.
- The support structure should consist of at least four (4) posts capable of being secured to a four (4) to six (6) inch concrete pad (not requiring a poured footing).
- Structures should be certified to meet or exceed minimum wind and snow load requirements as specified in the latest International Building Code (IBC) for the Omaha region.
- Frame should be made of anodized aluminum, resistant to rust, with a brushed nickel or similar finish.
- Back and side walls should be fabricated from a metal mesh screening material resistant to vandalism and corrosion, and provide at least partial screening from the elements. The screening material should provide adequate visibility and transparency to maximize passenger safety and comfort. A vertical half-wall on the approach side of the shelter is acceptable.

- When site locations warrant, the structure should allow for the back wall to be partially or fully removed to provide open pedestrian access without compromising structural integrity.
- A minimum of 8 inches ventilation space should be included at the base of the shelter’s back wall.
- Rooflines should be Angled or Curved (see Figure 1), and made of a translucent material such as tinted acrylic glass.
- Roof should also have integral gutter to assist with drainage with ability to discharge in multiple directions based on surrounding site conditions.
- A display area should be provided to allow for Metro to create customized street labels for each shelter location. (For example “54<sup>th</sup> & Dodge”). This area should be prominent and visible on the street side of the shelter from a distance, and should be consistent with Metro’s brand.
- A weather-tight display case at least 11” x 17” should be provided along the back wall for posting passenger information, with larger display sizes preferred.
- Shelters shall be designed to enable the attachment of Metro’s standard bus sign (specifications of standard bus signs in Appendix B) and should accommodate the weight of small sized real-time arrival signage attached to the roof structure in the future (approximately 25 pounds with battery).
- Design should provide for minimal assembly time and be easy to erect and install.

**Figure 1.** Bus Shelter roof styles



In addition to the standards listed above, the solar-powered shelter shall include the following elements:

- LED powered advertising panel (47" x 68" display size).
- Overhead LED lights activated by a dusk-to-dawn sensor.
- A serviceable, weather resistant box to house any solar or electrical equipment.
- A complete solar-power kit with adequate production and power storage to sustain all LED lights and a small digital bus arrival sign to be procured in the future.

### **Product Materials**

All products should be fabricated from durable materials designed to withstand outdoor conditions. Materials should not be prone to corrosion, and should be maintainable by power-washing as needed. Vandalism-resistant surfaces should allow for long-term maintenance of the structure. Unless otherwise specified, product materials can be recommended at the discretion of the supplier/vendor team, and all materials used in the design should include a description of why those materials are ideal for the outdoor environment. If painted surfaces are included in the design submission, touch-up spray paint of identical color and sheen shall be made available by the supplier/vendor team.

To the greatest extent possible, parts should be modular and easily removed and replaced when damaged. Replacement parts should be available from the supplier/vendor team for no less than ten (10) years from the date of initial product delivery.

The supplier/vendor team shall submit a full cost schedule listing the price of all available replacement parts for the base year of the contract. Replacement parts purchased in subsequent years will be priced from the base year schedule using a standard multiplier from the Producer Price Index (PPI) of the Bureau of Labor Statistics.

### **Product Installation**

The scope of this RFP does not include site design or installation. As such, the shelters should be designed for ease of installation on a concrete base, with adjustable posts accommodating up to a 5% grade change from one end of the structure to the other (both front to back and side to side). Proposals must include full installation instructions, and clarity of instructions will be included in the evaluation of all proposals.

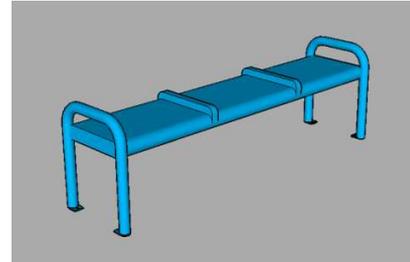
### **Optional Components**

In addition to the two (2) base shelter designs, the following five (5) optional components shall be made available for purchase at unit costs as warranted by site location. The purchased quantity of each item will be between the minimum and maximum listed below, although the quantity of these components purchased in any given contract year may vary.

All components shall include all necessary fasteners and installation instructions. Design renderings and material descriptions shall be submitted with the proposal for each of the optional components below:

**1. Bench Seating (Min 40, Max 200)**

Benches should be supported at all four corners and anchored into a concrete pad. Length shall not exceed 5 feet, with a seat height of 17 inches. A backless design is preferred, with one or two armrests as shown. Seating area should be of a comfortable and durable material that does not cause water to pool on its surface or retain excessive heat when placed in direct sunlight.



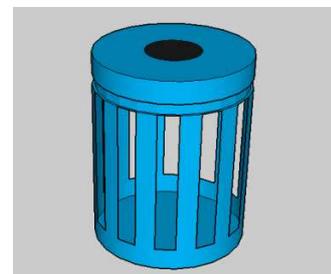
**2. Leaning Rail (Min 5, Max 25)**

Leaning rails should provide support for customers when site design does not allow adequate space for bench seating. Leaning rails should be anchored into a concrete pad with at least two base supports, and leaning area should be of a comfortable and durable material that does not cause water to pool on its surface or retain excessive heat when placed in direct sunlight.



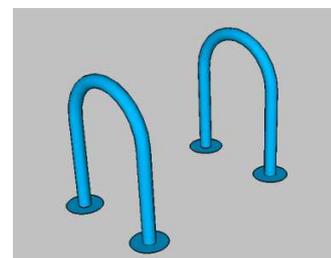
**3. Trash Receptacles (Min 10, Max 50)**

Trash Receptacles should be freestanding and anchor into a concrete pad. Receptacles should allow for the use of standard sized trash bags, and should provide durability and visibility through the receptacle.



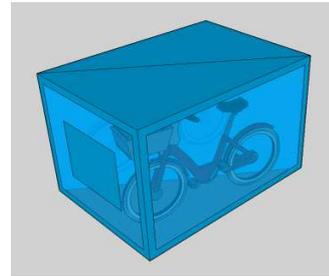
**4. Bike Storage Loops (Min 40, Max 200)**

Bike loops should be anchored into a concrete pad with at least two base supports.



### 5. **Bike Lockers** (Min 5, Max 25)

Bike lockers should allow for the secure storage of two standard-sized bicycles in the horizontal position, and should be freestanding and anchor into a concrete pad. Material should provide durability and overhead protection from weather, while offering at least partial visibility through the sides of the locker. Lockers should accommodate user-provided padlock.



### **Brand Incorporation**

Metro is seeking transit amenities that incorporate the existing brand into the color and design of the shelters and optional components. Branded elements may include the roof panel, back and side walls, or other structural elements. Vendors/Supplier teams are encouraged to think creatively about how to incorporate the Metro logo and color into the design. Any branded elements should match Pantone 7461 (See Appendix C for full branding guidelines). If the Pantone color is unavailable, the supplier may submit a standard color or product that closely resembles the Metro Pantone. If a substitute color is used, sample materials should be included in the proposal, or a listing of the nearest-matching Pantone to the standard color proposed by the supplier.

**Cost Proposal Form**

**Standard Items**

Product	Unit Cost (Including Shipping and Handling) (In US Dollars)
Standard Non-Advertising Shelter	
Standard Advertising Shelter	

**Optional Components**

Product	Unit Cost (Including Shipping and Handling) (In US Dollars)
Bench Seating	
Leaning Rail	
Trash Receptacle	
Bike Storage Loop	
Bike Locker	

All unit costs above are year one costs. Subsequent year costs (if contract is renewed beyond base year) will be calculated by Metro using a standard multiplier from the Producer Price Index (PPI) of the Bureau of Labor Statistics.

Metro is exempt from all taxes, so bid costs should not include taxes. All shipments will be made to:

Metro Transit  
2222 Cuming Street

Omaha, NE 68102

## 2. SUBMITTAL REQUIREMENTS

Metro will evaluate only those proposals which are fully responsive to this RFP and which are received by Metro on or before **September 1, 2017 at 4:00 PM CDT (due date of the solicitation)**, or as extended by Addendum. Firm shall submit:

- One electronic copy (in a pdf format); and
- Six (6) hard copies

*Late submittals will not be considered and will be returned to firm unopened.* The envelope package should be marked:

Metro – 06-17 Transit Shelters  
2222 Cuming Street  
Omaha, Nebraska 68102  
Attn: Grant Administrator

- (a) SUBMITTAL DOCUMENTS – not to exceed a total of 15 pages, double sided or 30 pages, single sided. Please do not include any promotional materials.
1. Title Page.
  2. Letter of Introduction & Transmittal, including; Company Name, Address, Phone Number, Name and Contact Information of the designated/authorized representative within your company, company DUNS # or TINS #.
  3. A brief history of the company, including a description of the company's experience working with federal procurements.
  4. Design renderings including isometric, front, and side views of both the solar/advertising and non-powered/non-advertising shelters.
  5. Design renderings or images of any optional components including isometric, front, and side views.
  6. Any applicable product warranties including duration, coverage, and any other terms or conditions.
  7. Detailed description of all materials used in each product, including material type, color, size, durability, and any treatments (such as weatherizing or anti-graffiti coatings).
  8. Two (2) case studies of similar transit shelters produced for other cities.
  9. Provide three (3) client letters of reference for past projects.
  10. Completed Cost Proposal Form.
  11. A full cost schedule listing the base-year price of all available replacement parts to be made available for purchase ten (10) years from the date of initial product delivery (*Not included in proposal page total*).
  12. Full installation instructions for both shelters (including solar equipment) and any optional components (*not included in page total*).

(b) **THE FOLLOWING ATTACHMENTS MUST BE SIGNED AND INCLUDED WITH SUBMITTALS** (Exhibits are *not* included in the submission page total)

EXHIBIT A - ACKNOWLEDGEMENT OF FEDERAL CLAUSES

EXHIBIT B - DEBARMENT AND SUSPENSION CERTIFICATION FOR PROSPECTIVE FIRM

EXHIBIT C - DEBARMENT AND SUSPENSION CERTIFICATION (LOWER-TIER COVERED TRANSACTION)

EXHIBIT D - NON-COLLUSION AFFIDAVIT

EXHIBIT E - LOBBYING CERTIFICATION

EXHIBIT F - REQUEST FOR CLARIFICATION/SUBSTITUTION  
*(Must be received by 4:00 pm on August 18, 2017 to be considered)*

EXHIBIT G - ACKNOWLEDGEMENT OF ADDENDUM

EXHIBIT H - BIDDERS LIST FORM

EXHIBIT I – CONFLICT OF INTEREST DISCLOSURE FORM

**3. ADDITIONAL INFORMATION**

Responsive proposals are those complying in all material aspects of the RFP 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 RFP 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/vendor team or its proposal or that of any department, agency or any other appropriate governmental entity; and/or
- withdraw the RFP at any time, including after the due date, without the award of any contract.

Supplier/Vendor Team may withdraw RFPs 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 RFP.

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/vendor team at any time.

**Request(s) for clarifications**

Please submit all questions in writing to [procurement@ometro.com](mailto:procurement@ometro.com) using the form found in Exhibit F. Suppliers/Vendor 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>.

**PROTESTS**

- (a) Protests made in connection with this RFP, 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.
- (b) 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.
- (c) The filing or approval of any protest or appeal may result in the extension of the due date for responses to the RFP, the issuance of an Addendum, the withdrawal of the RFP or the reconsideration of any award of a contract, in the sole discretion of Metro.
- (d) 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.
- (e) For information purposes only, each firm should understand that the FTA will 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. An appeal to FTA must be received by the appropriate FTA regional or Headquarters Office within five (5) working days.

**4. EVALUATION CRITERIA**

The best-qualified supplier/vendor team will be selected based upon the review of and scoring by a selection committee appointed by the Executive Director of Metro and will include members from Metro staff as well as representatives from the City of Omaha. The evaluation criteria below will serve as the basis for scoring, and each submission will be evaluated on its own merit.

The following Matrix reflects the general criteria for evaluation of submitted proposals:

<b>Evaluation Criteria</b>
1. Cost Proposal Form; Proposals will be evaluated based on total costs for all products requested by Metro, including cost per shelter and parts costs
2. Quality and Durability of Design; The quality and durability of the proposed shelters will be evaluated against the typical weather in the Omaha region. Quality and durability will include factors such as adherence to specified design criteria, warranties, suitability of materials and ease of installation and maintenance.
3. Safety and Visibility; The proposed shelters will be evaluated based on the level of safety and visibility provided to passengers at night and during daylight hours, i.e. does the shelter provide protection from the elements while still allowing visibility from multiple angles for passenger safety.
4. Brand incorporation and Aesthetics; The proposed shelter design will be evaluated on the creative approach to incorporating the Metro brand while still providing ease of maintenance to the materials and colors selected.
5. Qualifications of the Supplier/Vendor Team; The ability of the successful supplier/vendor team to complete the project and meet all terms and conditions set forth in this RFP. The supplier/vendor team’s experience with like projects and delivering projects on time and on budget.

Committee members will score the proposals based on the evaluation criteria in and each proposal will be assigned a score and will be ranked. While cost is a portion of the evaluation criteria, lowest cost will not be the only factor for selection.

During contract negotiations, Metro may require more detailed cost information including, but not limited to, a breakdown of cost and rate elements. The negotiated contract shall not be binding until approved by the Executive Director or Metro's Board of Directors.

## 5. ELIGIBILITY FOR AWARD OF CONTRACT

Contract negotiations will be a subsequent process outside of the RFQ process. Metro will attempt to negotiate mutually acceptable final terms and contract with the highest ranked consultant in accordance with the evaluation criteria. If an agreement cannot be reached, there may be attempts to negotiate a contract with the next highest rated firm. Metro reserves the right to terminate contract negotiations at any time, and re-advertise this RFQ.

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

### 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.
- Professional Errors and Omissions Insurance appropriate for the profession and a provision for Errors and Omissions Insurance for any sub-Contractors. Minimum of \$1,000,000 coverage. Coverage will last 5 years post project completion.
- General liability insurance of \$1,000,000 per occurrence, \$2,000,000 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 \$1,000,000 per accident. 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.

## 6. FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL SERVICES

### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Contractor acknowledges and agrees 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 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).

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 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 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, Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section (2). Contractor waives any other right, remedy or recourse of any nature whatsoever it may have now or at any other time against Metro and the FTA.

In the event of termination for convenience, 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 the 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 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. Metro may withdraw a suspension 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, 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 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. Contractor causes or permits any repudiation, lapse or cancellation of required insurance or bonds.
  - vii. Any other material breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section.

Termination under this Section (b) 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 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, the 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 the 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.

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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 the 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.

### **CIVIL RIGHTS (All)**

The Metro is an Equal Opportunity Employer. As such, Metro agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Metro agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**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 firm for employment because of 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 addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**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 firms 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 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, the Americans With Disabilities Act of 1990, as amended, 42 USC 12101 *et seq*, the Architectural Barriers Act of 1968, as amended, 42 USC 4151 *et seq*, and Federal Transit Law at 49 USC 5332, the Contractor agrees it will not discriminate against individuals on the basis of disability. IN addition, the contractor agrees to comply with any implementing requirements the 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)**

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 Director of Legal/Human Resources has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the Director of Legal/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.

Failure by the contractor to carry out these requirement is a material breach of contract, which may result in termination of the contract or other such remedy as the Metro deems appropriate, which may include, but is not limited to: withholding monthly progress payment, assessing sanctions, applying liquidated damages or disqualifying the contractor from future bidding opportunities as a non-responsible contractor.

#### **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 4220.1F, March 8, 2013, 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 Metro's requests, which would cause Metro to be in violation of the FTA terms and conditions.

#### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in federally funded contracts and are not presently declared by any Federal Department or agency to be: Debarred from participation in any federally assisted Award, Suspended from participation in any federally assisted Award, Proposed for debarment from participation in any federally assisted Award, Declared ineligible to participate in any federally assisted Award, Voluntarily excluded from participation in any federally assisted Award, or Disqualified from participation in any federally assisted Award.

The contractor certifies the following by submitting a bid, or agreeing to these clauses; The certification in this clause is a material representation of fact relied upon by Metro. If it is later determined by Metro that the contractor or CONTRACTOR 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 contractor or contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**The contractor or CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.**

### **BUY AMERICA**

The Offeror 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 count.

An Offeror must submit to The Authority the Buy America Certification, which if applicable to this procurement has been included as part of this solicitation document. Offers that are not accompanied by a completed Buy America Certification, if applicable, must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

### **DISPUTE / CONTINUING PERFORMANCE**

In the event of any dispute between Metro and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as

otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Metro or Contractor set forth in this Section to terminate the Contract. In addition to the specific rights of termination and suspension as set forth, Metro and Contractor shall have also available the remedy of specific performance, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section

#### **LOBBYING**

Contractors who apply or bid for an award of \$100,000 or more shall execute and submit with their bid or offer, the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **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.

#### **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.

#### **FLY AMERICA REQUIREMENTS**

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.

#### **SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **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.

#### **PATENT AND RIGHTS IN DATA**

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government

Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

#### **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.

#### **NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS (All ITS Projects)**

The Recipient agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on

Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

#### **ADA ACCESS**

The contractor 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. The contractor 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, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project

#### **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.

#### **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 are to be received and reviewed, but no contract shall be awarded until all applicable Federal, State and Local Government regulations have been complied with

#### **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 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 Grantee 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) Grantee-owned or Grantee-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 Grantee's 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.

**EXHIBIT A**  
**RECEIPT OF FEDERAL CLAUSES**

<b>Project: Transit Shelters</b>	<b>Date</b>
<b>Project No. NE-90-X104</b>	<b>Specification No. 06-17</b>

I have reviewed the attached Federal Clauses for Procurement of Materials and Supplies in conjunction with Metro’s procurement of **NE-90-X104 Spec #: 06-17 Transit Shelters** for which \_\_\_\_\_ has provided a proposal for consideration and hereby affirm that \_\_\_\_\_ shall conform to and abide by all aforementioned requirements as set forth and any amendments thereto.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

Company Name	DUNS/TINS Number
--------------	------------------

\_\_\_\_\_  
Date

**EXHIBIT B**

**Debarment and Suspension Certification for Prospective Contractor**

Primary covered transactions must be completed by contractor for contract value over \$25,000.

Choose one alternative:

– The contractor, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

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 Proposal 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 or 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; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**OR**

– The contractor is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.) The contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– Executed in:  
Name:

\_\_\_\_\_

Authorized Signature

Title

Date

– DUNS/TIN Number:

### EXHIBIT C

#### Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

- The prospective lower-tier participant (contractor) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 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.

If the prospective contractor is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: \_\_\_\_\_

**THE CONTRACTOR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

**Name and title of the contractor's authorized official:**

Authorized signature

Date

DUNS/TIN Number:

### EXHIBIT D

#### Non-Collusion Affidavit

This affidavit is to be filled out and executed by the contractor; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the contractor should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

- State of _____, County of _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____	
and who resides at _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of Metro, is directly or indirectly interested therein.	
_____ Signature of Affiant Date	
Sworn to before me this _____ day of _____, 20____.	
_____ Notary public My commission expires	- Seal

### EXHIBIT E Lobbying Certification

The Contractor certifies, to the best 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 a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
  
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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 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.

**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 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

Name of the Contractor or Contractor's authorized official: \_\_\_\_\_

Title: \_\_\_\_\_

Signature

Date

**EXHIBIT F**

<b>Project: Transit Shelters</b>	<b>Date</b>
<b>Project No. NE-90-X104</b>	<b>Specification No. 06-17</b>

**Request for Clarifications/Substitutions**

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

\_\_\_\_\_  
Date of Response

Grant Administrator

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

**EXHIBIT G**

**Project: Transit Shelters**

**Date**

**Project No. NE-90-X104**

**Specification No. 06-17**

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

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Print Name of Firm

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Print Name of Authorized Representative

Print Email Address

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Print Title of Authorized Representative

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Print Street Address / Mailing Address

---

Area Code & Telephone Number

Area Code & Fax Number

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Signature of Authorized Representative

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

### EXHIBIT H

BIDDERS LIST DATA FORM	
<p>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. <b><u>Please print legibly and provide the following information:</u></b></p>	
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: _____



## EXHIBIT I

### Conflict of Interest Disclosure Statement

**Project Name: Transit Shelters**

As the Contractor's project manager or approved representative, I, hereby certify that:

I am familiar with the attached conflict of interest guidance and the conflict of interest laws including, but not limited to, 49 CFR 18.36, 48 Fed Reg. 34263, 40 CFR 1506 and Nebraska Rev. Stat. §§49-1401 to 1444 and 49-1493 to 14,104.

And to the best of my knowledge and belief, of all relevant facts – concerning past present or currently planned interests or activities (financial, contractual, organizational or otherwise that relate to the proposed work and bear on whether I have or my organization has a possible conflict of interest), determined that, for myself, any owner, partner or employee with my firm or any of my sub-consulting firms providing services for this project, including any family members and personal interests, that for the above referenced project:

- No real or potential conflicts of interest exist with respect to (1) be able to render impartial, technically sound, and objective assistance or advice and (2) being given an unfair competitive advantage
- Real conflicts of interest or the potential for conflicts of interest exist.

Furthermore, I certify that I have reviewed the proposed scope of work and project area and to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons that are no financial or other interests in the outcome of the project, including but not limited to work associated with the Bus Rapid Transit Final Design unless described and noted on the attached.

If a real or potential conflict has been identified, describe on the attached sheet the nature of the conflict, including the information requested on the reverse side of this form for the type of conflict being reported, and provide a detailed description of Contractor's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to Metro.

Furthermore, I certify that for myself, any owner, partner or employee with my firm or any of my sub-consulting firms providing services for this project, will comply with professional codes of conduct governing participation in the above referenced project and whenever conducting business on behalf of Metro.

I recognize that a conflict of interest disclosure is an ongoing obligation. Should I or my organization become aware of any actual or potential conflicts of interest during the performance of this contract, I or my organization will advise Metro and propose mitigation or explain why none is needed.

Conflicts of interest or the failure to disclose conflicts, real or potential, may preclude award of a contract or termination of a contract for cause.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Conflict of Interest Disclosure Form**

The following Sections are provided as guidance in determining whether a real or potential Conflict of Interest (COI) exists and in disclosing details concerning potential conflicts of interest.

Section 1 – Contractor Officer or Employee COI

Is there anyone in your firm or business who is either; (1) employed by, on a full or part time basis; or (2) a public official or agent of, the local public agency or partner agencies from whom this Request for Proposals (RPQ) has been received?

If yes, please list below: (1) the name, address and phone number of the person(s); (2) the position held by that person(s) with Contractor; (3) the position held by that person(s); and (4) a detailed description of the duties of that person(s) for the local public agency, including whether that person(s) has any duties concerning the negotiating, approving, accepting or administering of any contract or subcontract for the federal-aid transportation project?

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Section 2 – Persons Associated with local public agency, Financial or Personal Interest Conflict of Interest

The potential for conflicts of interest extends to persons associated with a local public agency official, employee or agent. There may be a conflict of interest on a federal-aid project if a person associated with an official, employee or agent has a financial or personal interest in a consulting firm or business providing services for a project. These indirect conflicts of interest can extend to the following persons associated with an LPA official, employee, or agent: (a) Any member of his [or her] immediate family; (b) his [or her] partner; or (c) an organization which employs, or is about to employ, any of the above, when that organization has a financial or other interest in the firm selected for award. Is there anyone with a financial or personal interest in your firm or business who is associated with (as listed in the preceding sentence) and responsible for negotiating, approving, accepting or administering any contract or subcontract on behalf of Metro for this project?

If yes, please below: (1) the name, address and phone number of the person(s); (2) the nature of the financial or personal interest in firm; (3) the person’s relationship to Metro, including the position held by the official, employee or agent of Metro; and (4) a detailed description of the duties of the official, employee or agent of Metro, including whether that person(s) has any duties for the Metro concerning the negotiating, approving, accepting or administering of any contract or subcontract for Metro’s federal-aid transportation project?

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Section 3 – Real Estate COI

If Contractor (or sub-Contractor) has an interest in real estate located along or near the project **that might be acquired, in whole or in part**, for this federal-aid transportation project, which interest is either; (1) through anyone in Contractor’s organization, including a member of immediate family or a sub-Contractor, having an ownership interest in; or (2) through a client for whom Contractor has been retained to provide professional services to the owner for that tract of land, then Contractor must disclose such interest and abstain from being involved in any aspect of the right-of-way valuation or acquisition process for the federal-aid transportation project.

If either of these situations exist, please provide below: (1) the name of the owner, the address and legal description of the property, and a description of the Contractor’s interest in the property; (2) a map or aerial photo identifying the location of the property; (3) a description of the potential need or use of this property for the federal-aid transportation project; and (4) a declaration by Contractor that it will comply with the third sentence of 23 CFR Section 1.33.

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Section 4 – Outcome of Project bias/Objectivity

If Contractor, agent or Subcontractor because of other activities, financial interests, relationships, or contracts is unable, or potentially unable, to render impartial assistance or advice to the grantee (including the appearance of inability), then the Contractor must disclose such interest.

If any of these situations exist, please list below the nature of any potential partiality or appearance of any potential bias when Contractor, agent or Subcontractor has or at any time during the life of the contract, any pecuniary or other interests in the outcomes of the project not listed above.

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Section 5 – Unfair Competitive Advantage

*Unfair competitive advantage* occurs when one contractor has information not available to other contractors in the normal course of business. For example, an unfair competitive advantage would occur when a contractor developing specifications or work statements has access to information that the grantee has paid the contractor to develop, or information which the grantee has furnished to the contractor for its work, when that information has not been made available to the public. Another example where an unfair competitive advantage might arise is where a contractor is allowed to write specifications or statements of work around its own or an affiliate’s corporate strengths or products and then compete for a contract based on those specifications. If an individual employee has access to inside information, a possible solution would be to wall off that employee, so he cannot give his employer an unfair competitive advantage.

If any of these conditions exist, describe below (1) the nature of the unfair competitive advantage including the type of information involved, (2) its source, and (3) the dates when such information was obtained or generated.

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Section 6 – Supplemental

Do you (or your organization or subcontractor(s)) have or have you ever had any contracts, agreements, special clauses or other arrangements which prohibit you from proposing work to be performed in this solicitation or any portion thereof:

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To avoid what you perceive as a possible conflict of interest do you or your organization or subcontractors propose to exclude portions of the proposed work; employ special clauses; or take other measures?

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Other relevant information pertaining to a conflict of interest or potential for a conflict of interest:

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Section 7 – Mitigation Plan

If applicable, please describe any proposed mitigation measures or plan:

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Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

agencies constructing new commuter rail stations or making alterations to existing commuter rail stations are encouraged to coordinate their efforts with FTA and FRA early in the planning process.

### 3.1.3 Bus Stops

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[Section 810.2](#) of the DOT Standards applies to construction, alteration, or relocation of bus stops. This means, where practicable, siting bus stops at locations that will permit construction of a boarding and alighting area that complies with Section 810.2, which covers elements such as surface, dimensions, connections, and slope. Section 810.2 also requires:

- New, altered, or relocated bus stops must have a firm, stable surface and must provide a clear length of 96 inches (2,440 mm), measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1,525 mm), measured parallel to the vehicle roadway.
- Bus stops must also connect via an accessible route to streets, sidewalks, or pedestrian paths.
- The slope of the bus boarding and alighting area in the direction parallel to the roadway must be the same as that of the roadway to the maximum extent practicable. Perpendicular to the roadway, the slope must not exceed 1:48, that is, not more than 1 inch of rise over a horizontal distance of 48 inches.

As noted above, these requirements apply to the extent that construction specifications are within the control of public entities; compliance is required to the maximum extent practicable. If a transit agency does not own the right-of-way, but another public entity does own it, FTA encourages the transit agency to work with the public entity to come to an arrangement where a bus boarding and alighting area that complies with Section 810.2 to the maximum extent practicable is provided.

[Section 209.2.3](#) of the DOT Standards provides that bus stops located on streets without sidewalks are subject to the same Section 810.2 requirements to the maximum extent practicable. In these cases, this means constructing or locating bus stops with connections via an accessible route to the public right-of-way; if the only public right-of-way is a roadway, this means providing connections to the roadway.

#### Providing Accessible Routes to Bus Stops

While sidewalks and other features of pedestrian rights-of-way are often outside a transit agency's jurisdiction, an accessible pathway to a bus stop is nevertheless an essential element of overall accessible fixed route service. A lift-equipped bus or a bus stop with a level pad of the proper dimensions serves little value to an individual with a disability if the individual cannot reach the bus stop (to board a bus) or cannot travel beyond the bus stop (after alighting from a bus). An individual with a disability who could otherwise ride an accessible bus but cannot reach the bus stop due to the lack of an accessible route would be eligible for complementary paratransit, at least on a conditional basis. (See Circular Section 9.2.) FTA encourages transit agencies to inventory the location of their bus stops in relation to accessible pedestrian routes, and coordinate with owners of public rights-of-way (e.g., local municipalities) to help ensure connections to stops are as accessible as possible.

#### Bus Shelters

Transit agencies usually have control over bus shelters. [Section 810.3](#) of the DOT Standards specifies that the minimum clear floor or ground space (as set forth in [Section 305](#)) must be entirely within the shelter to accommodate individuals using wheelchairs and must be connected to an accessible route that complies with [Section 402](#) to the boarding and alighting area.

### 3.1.4 BRT Facilities

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Bus facilities such as transfer stations and bus rapid transit (BRT) stations often employ “platforms” from which passengers board. Such “platforms” are subject to the requirements for bus stop boarding and

APPENDIX B: SPECIFICATIONS OF STANDARD BUS SIGNS



# Metro Logo Usage Guidelines

15 AUG 2010

## 1-Color (Pantone 7461 C)



## Reverse



Pantone 7461

### CMYK Build

C 78  
M 28  
Y 00  
K 00

### RGB Build

R 00  
G 148  
B 211

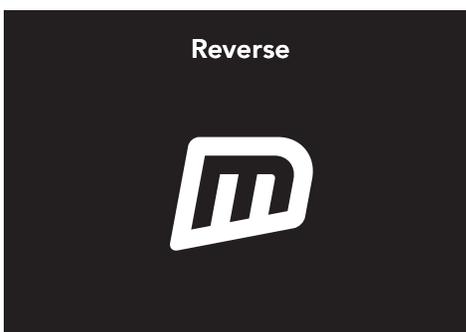
\* Please note:  
the color on this  
printout may not  
be an accurate  
representation of  
the actual color.

## Black

For use when color is not available

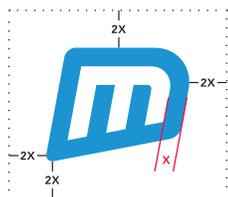


## Reverse



## APPENDIX B: SPECIFICATIONS OF STANDARD BUS SIGNS

## Clear Area



Using the width of the blue outline as one 'x' unit, no content or objects should be placed within two 'x' units of any edge of the logo.

## Minimum Size



The logo may not be reproduced smaller than 0.25" tall.

## Usage Restrictions

NO



Do not skew or slant the logo in any way.

NO



Do not disproportionately scale or stretch the logo.

NO



Do not re-type or re-draw any elements of the logo.

NO



Do not place the logo on any patterned or photographic background.

# Metro Logo Usage Guidelines – Vertical

15 AUG 2010

## 1-Color (Pantone 7461 C)



## Reverse



Pantone 7461

### CMYK Build

C 78  
M 28  
Y 00  
K 00

### RGB Build

R 00  
G 148  
B 211

\* Please note:  
the color on this  
printout may not  
be an accurate  
representation of  
the actual color.

## Black

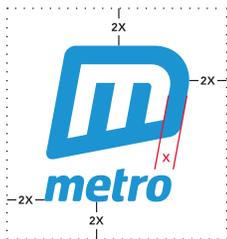
For use when color is not available



## Reverse



## Clear Area



Using the width of the blue outline as one 'x' unit, no content or objects should be placed within two 'x' units of any edge of the logo.

## Minimum Size



The logo may not be reproduced smaller than 0.5" tall.

## Usage Restrictions

NO



Do not skew or slant the logo in any way.

NO



Do not disproportionately scale or stretch the logo.

NO



Do not re-type or re-draw any elements of the logo.

NO



Do not place the logo on any patterned or photographic background.

# Metro Logo Usage Guidelines – Horizontal

15 AUG 2010

1-Color (Pantone 7461 C)



Reverse



Pantone 7461

CMYK Build

C 78

M 28

Y 00

K 00

RGB Build

R 00

G 148

B 211

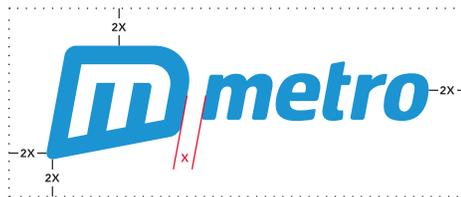
\* Please note:  
the color on this  
printout may not  
be an accurate  
representation of  
the actual color.

Black

For use when color is not available



Reverse



Clear Area

Using the distance between the logo and logotype as one 'x' unit, no content or objects should be placed within two 'x' units of any edge of the logo.

Minimum Size



The logo may not be reproduced smaller than 1" wide.

## Usage Restrictions

NO



Do not skew or slant the logo in any way.

NO



Do not disproportionately scale or stretch the logo.

NO



Do not re-type or re-draw any elements of the logo.

NO



Do not place the logo on any patterned or photographic background.