



TRANSIT AUTHORITY OF THE CITY OF OMAHA  
d/b/a/ METRO

REQUEST FOR QUOTES  
Mulch

PROJECT 11-20

July 1, 2020

Proposals must be submitted by: Friday, July 17, 2020 by 2:00 pm

**Solicitation for Quotes**

The Transit Authority of the City of Omaha d/b/a/ Metro, is requesting informal quotes for Mulch replacement at our Administrative Facility and Transit Centers.

Through the natural aging and weathering process, the mulch in the flower and decorative ground cover beds at Metro’s Administrative Facility and North Omaha Transit Center must be replaced.

This quote will be for the one-time replacement of wood mulch in multiple beds in two (2) locations, containing approximately 20,000 square feet of mulch. These quantities are estimates only. Bidders are responsible for independently visiting the project sites and verifying the quantities. Each bed is to be covered with two (2) inches of mulch. (See attached Maps.)

The beds in which mulch is to be replaced contain decorative flowers and plants. These should be left as undisturbed as possible during the execution of this project. By bidding, the contractor acknowledges they will properly and safely dispose of all waste created by this project.

The successful bidder will agree to an expedient timetable for the completion of this work which is anticipated to be completed by Friday, August 7 2020 unless changes are agreed to in writing by Metro. Payment will be within 30 days of submission of completed and correct invoice.

Designated Metro Staff will be responsible for reviewing work for completion prior to payment.

Quoted price shall not include federal, state or local taxes. Metro is tax exempt and shall furnish tax exempt certificate and number, upon request. Requests for Clarifications, Substitutions or approved equals must be submitted in writing on the forms provided in this solicitation no later than July 8, 2020 at 2:00 pm.

Quotes shall be submitted on the form provided via email to: [procurement@ometro.com](mailto:procurement@ometro.com) by 2:00 pm on Friday, July 17, 2020. Metro prefers quotes be submitted electronically. If you are unable to submit via email, please Mail or hand deliver to:

Grant Administrator  
11-20 Mulch  
Metro  
2222 Cuming St  
Omaha NE 68102

Due Date, regardless of submission type is: 2:00 pm, Central Time, Friday, July 17, 2020. To confirm receipt, please contact the Grant Administrator at [procurement@ometro.com](mailto:procurement@ometro.com) or call: 402-341-7560 Ext. 2601.

**Project schedule**

Post Requests:	Wednesday, July 1, 2020
Request for Clarifications/Substitutions Due:	Wednesday, July 8, 2020 (by 2:00 pm)
Post Responses to Requests:	Friday, July 10, 2020 (by 4:00 pm)
Quotes Due:	Friday, July 17, 2020 (by 2:00 pm)
Award Date:	Friday, July 17, 2020 (by 3:00 pm)
Contract Start Date:	Monday, July 20, 2020
Contract Close:	Friday, August 7, 2020 (by 5:00 pm)

## **Description of the Project:**

Metro is seeking qualified firms to provide mulch replacement at two (2) locations in Omaha NE;

Administration and Maintenance Facility, 2222 Cuming St  
North Omaha Transit Center, 4308 N 30<sup>th</sup> St

Contractor will supply all necessary and needed labor, tools, supplies, equipment, transportation, supervision and material to complete the following:

1. Removal of trash and debris, including organic and inorganic matter (except mulch), from the existing beds. (See Maps)
2. Removal of weeds.
3. Replace and reset existing border trim, as needed.
4. Redistribute existing mulch.
5. Replace and fill mulch in all beds to a depth of at least 2 inches. Mulch will be organic wood, and have natural wood color and will be free from any metal.
6. Clean up and remove any and all debris created by the above process.

**\*NOTE: Quantities referenced on maps are estimated amount. It is the responsibility of the contractor to make final measurements.**

Contractor employees will be expected to adhere to Metro safety standards including, but not limited to; vision protection, hearing protection, fall protection and high visibility clothing. These standards are expected from all contract employees working in, or around, Metro property. All safety equipment is to be provided by the Contractor employees. Metro administrative and maintenance facilities are tobacco free, technicians assigned will be expected to adhere to this rule.

Contractor employees will be expected to conduct themselves in a professional business manner at all times. Metro reserves the right, at its sole discretion, to remove a contract employee from the premises if the Metro Project Manager deems the employee unfit for duty due to impairment, unprofessional behavior, unprofessional language or any other factor which causes disruption in operations.

All contractor employees working on Metro property should wear identification clothing and all contractor vehicles should be marked with the contractors' name.

Transit Centers are active bus centers and will require coordination with the Metro Project Manager in charge of this project, to ensure contractor vehicles and equipment cause the least disruption possible for Metro's bus service.

No subcontractors will be allowed on this project.

## Submission Requirements

Take the steps below to submit your quote:

1. Locate:
  - a. Pricing Schedule (Appendix A)
  - b. Receipt of Federal Clauses (Appendix B)
  - c. Request for Clarification/Substitutions (Appendix C)
  - d. Acknowledgement of Addenda, if Needed (Appendix D)
  
2. Double check:
  - a. Dates
  - b. Monetary values
  - c. Signatures
  
3. Metro prefers your quote to be submitted electronically to [procurement@ometro.com](mailto:procurement@ometro.com). If you are not able to submit via email you can:
  - a. Mail it to the Grant Administrator at 2222 Cuming Street, Omaha, NE 68102
  - b. Fax it to (402) 342-0949
  - c. Hand deliver it to 2222 Cuming Street, Omaha, NE, 68102
  
4. **Due Date (regardless of submission method): on or before 2:00 pm Central Time, Friday, July 17, 2020.**
  
5. Confirm Metro's receipt by contacting the Grant Administrator at [procurement@ometro.com](mailto:procurement@ometro.com) or (402) 341-7560, Ext: 2601.

## **PROTESTS**

1. Protests made in connection with this solicitation shall be limited to those allowable by, and made in compliance with, the procedures established by the Authority, copies of which may be obtained from the Executive Director of the Authority upon written request. All protests shall be concise, direct and sufficient to permit the Authority to determine the full and complete basis therefore, fully supported by all current, relevant objective information, documentation or support considered necessary by the protestor that is completely accurate in all material respects. Procedures for appeals from any such decision are set forth in the Authority's protest procedures.
2. Protest of a denial or approval of any request for clarification or approved equal shall be made in writing received by the Grant Administrator by no later than ten (10) business days before the due date. The Authority shall decide the protest by no later than five (5) business days prior to the due date.
3. Protest of the award of a contract must be made in writing received by the Executive Director of the Authority not later than ten (10) business days after the earlier of the award of the Contract or the announced intention of the award of the Contract.
4. The filing or approval of any protest or appeal may result in the extension of the due date, the issuance of an Addendum, the withdrawal of the solicitation or the reconsideration of any award of a contract, in the sole discretion of the Authority.
5. In the event of an appeal from the award of a contract, the award shall not be considered final or binding upon the Authority unless the award is thereafter confirmed in writing by the Executive Director.
6. For information purposes only, the Federal Transit Administration (FTA) will not accept any protest or appeal from any decision of the Authority unless the Authority fails to have any written protest procedures, the Authority fails to follow such procedures or the Authority fails to review a timely protest. An Applicant must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be received by the appropriate FTA regional or Headquarters Office within five (5) business days of the date the Applicant knew or should have known of the violation.

## GENERAL REQUIREMENTS

### 1. Standards of Performance

- 1) Guarantee to perform the Services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.
- 2) Upon Metro's Notice of Failure to comply with such standards or to otherwise be in default of the contract in any manner following the Notice to Proceed, the successful respondent(s) shall immediately remedy said defective performance in a manner acceptable to Metro. Should the successful respondent(s) fail to immediately correct said defective performance, said failure shall be considered a breach of the contract and grounds for termination of the same by Metro.

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

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

- 3) If any or all payments until any defects in performance have been satisfactorily corrected.
- 4) In the event the successful respondent(s) is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, Metro may bar the successful respondent(s) from being awarded any future Metro contracts.
- 5) Concerns - Metro shall cooperate with the Successful respondent to fully explore any concerns regarding performance. In its evaluation of corrective actions, Metro may request the Successful respondent to provide a written explanation of corrective actions corresponding to the implementation dates as determined by Metro. Persistent failure to meet performance expectations as provided in the Contract may lead to the termination of this contract for cause.

### 3. Safety

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

## CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall be required to have in continuous effect insurance written for not less than the following, or greater if required by law:

- A. **Commercial General Liability Insurance** including Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, and Completed Operations Liability
  - **Limits**
    - \$2,000,000 General Aggregate Limit
    - \$1,000,000 Products/Completed Work Limit
    - \$1,000,000 Each Occurrence Limit
    - \$300,000 Fire Damage Limit (any one fire)
    - \$5,000 Medical Payments Limit (any one person)
  
- B. **Garage Keepers Liability (Optional)**
  - \$2,000,000 General Aggregate Limit
  - \$1,000,000 Each Occurrence Limit
  
- C. **Business Automobile Liability Insurance**
  - Combined Single Limit \$1,000,000 Each Occurrence
  
- D. **Excess Liability, Umbrella Insurance Form**
  - **Limits**
    - (BI and PD combined) - \$1,000,000
    - Each Occurrence Limit - \$1,000,000
    - General Aggregate Limit - \$1,000,000
  
- E. **Workers Compensation and Employer's Liability**
  - **Limits**
    - \$100,000 each accident for bodily injury by accident;
    - \$100,000 each employee for bodily injury by disease;
    - \$500,000 policy limit for bodily injury by disease.

**The types and levels of insurance stated herein shall provide coverage for this job only, i.e. *Event Excess Coverage*. Consult your insurance agent for details.**

Certificates of Insurance shall evidence Metro as an additional insured and shall be due to Metro within 10 business days after receipt of the Notice to Proceed. Failure to comply shall result in Termination for Default by Metro.

## FEDERAL CLAUSES FOR PROCUREMENT OF MATERIALS AND SUPPLIES

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

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

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

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

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

### **ACCESS TO RECORDS**

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

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to



the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### **FEDERAL CHANGES**

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

### **TERMINATION**

#### Termination for Convenience by Authority.

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

In the event of termination for convenience pursuant to Section (a), Authority 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 Authority pursuant to the preceding sentence exceed resulting from the percentage of the completed Work to that remaining multiplied by the aggregate Contract price. In the event of such termination, Contractor shall have no recourse against Authority except as earlier stated in this Section (b) and as follows: Contractor shall be entitled to receive reimbursement from Authority 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 Authority, 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 Authority's reasonable satisfaction and shall supply Authority with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Authority for the amount of reimbursement claimed by Contractor with all supporting information and requisite documents. Unless disputed in good faith by the Authority, 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 Authority together with any subcontracts, duly assigned, that Authority is willing to assume.

Suspension by Authority

Upon seven (7) days' prior notice, the Authority may suspend, delay, or interrupt for up to six (6) months the Work or the Project for the convenience of the Authority. 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 Authority and Contractor. A suspension may be withdrawn by Authority 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 Authority and Contractor shall be compensated by Authority as if this were a termination for convenience.

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

(a) Terminate the Contract effective immediately upon Contractor's receipt of written notice from Authority 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 Authority.
- (vi) The failure of Contractor or any of its Subcontractor's to fully comply with the lawful directives or cooperate with requests of Authority 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 Authority 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 Authority within the earlier of thirty (30) days or the time prescribed therefor, in either event from the receipt of written notice from the Authority 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 Authority within 5 days of notice.
- (iii) Contractor refuses or fails to timely commence or perform the Work.
- (iv) Contractor refuses or fails to supply enough properly skilled workers, or proper materials or Subcontractors to timely perform the Work.
- (v) Contractor fails to comply promptly with rejection notices or notices to correct defects in the Work.

- (vi) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section.

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

#### Wrongful Termination by Authority

In the event the Authority 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 Authority's termination shall be construed to be a termination for convenience.

#### Future Breach not Waived

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

#### Contractor's Right to Terminate

Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section. In the event that the Authority fails to timely pay to Contractor any undisputed amounts due pursuant to the terms of the Contract, Authority shall be in default under this Contract and Authority 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 Authority 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 Authority 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 Authority or for any other act, operation or omission of Authority in respect to the Contract, under any theory whatsoever.

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

## **CIVIL RIGHTS**

**Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity**-The contractor, subrecipient or subcontractor shall not discriminate on the basis Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### Policy Statement

The Transit Authority of the City of Omaha d/b/a Metro has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Metro has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Metro has signed an assurance that it will comply with 49 CFR Part 26.

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

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

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

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

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

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

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of The Authorities requests, which would cause The Authority to be in violation of the FTA terms and conditions.

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

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. **The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.**

## **CARGO PREFERENCE**

The contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **FLY AMERICA 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.

## **ENERGY CONSERVATION**

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

## **RECYCLED PRODUCTS**

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

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **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

## **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 The Authority. Offers will be received and reviewed, but no contract shall be awarded until all applicable Federal, State and Local Government regulations have been complied with.

## **FEDERAL PARTICIPATION**

In the announcement of any third party contract award for goods or services (including construction services), having an aggregate value of \$500,000 or more, The Authority 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.

## **NEW EMPLOYEE WORK ELIGIBILITY STATUS (ALL)**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of

1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

#### **VETERANS PREFERENCE**

Contractors working on a capital project funded using FTA assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### **SPECIAL PROVISION – TEXT MESSAGING WHILE DRIVING**

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

1. Definitions - As used in this Special Provision:
2. 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.
3. 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.
4. Safety - The Contractor is encouraged to:



5. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
6. Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;
7. Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
8. Any vehicle, on or off duty, and using an employer supplied electronic device.
  
9. Conduct workplace safety initiatives in a manner commensurate with the Contractors size, such as: Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and  
Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  
10. 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.

**APPENDIX A**  
**PRICING SCHEDULE**

**Project:** Mulch

**Date** \_\_\_\_\_

**Project No.** NE-90-X117

**Specification No.** 11-20

The undersigned hereby agrees to perform the Work in accordance with the Request for Quotes. The undersigned understands that this Offer shall be examined by Metro, that it shall not be withdrawn for sixty (60) days and that no award shall be made until all required documentation is obtained.

Metro is exempt from payment of all federal, state and local taxes and these shall not be included in any pricing. Metro will furnish the successful Offeror with necessary tax exempt certificates upon request.

Quantity	Description	Total Price
1	Work will include all two (2) locations (see attached maps.) Remove trash and debris from beds to be worked Replace existing boarder (as needed) Redistribute existing mulch Add mulch to 2" depth Remove waste and trash from Metro Property.	\$ _____

\_\_\_\_\_  
Name of Individual, Partner or Corporation Date

\_\_\_\_\_  
Print Name of Authorized Representative Email Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative DUNS/TINS#

\_\_\_\_\_  
Street Address/Mailing Address

\_\_\_\_\_  
Area Code & Telephone Number Fax Number

APPENDIX B

RECIPT OF FEDERAL CLAUSES

Project: Mulch

Date \_\_\_\_\_

Project No. NE-90-X117

Specification No. 11-20

I have reviewed the attached Federal Clauses for Procurement of Materials and Supplies in conjunction with Metro's procurement of **NE-90-X117** Spec #: **11-20 Mulch** for which -  
\_\_\_\_\_ has provided qualifications 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

\_\_\_\_\_  
Date

APPENDIX C

REQUEST FOR CLARIFICATION

Project: Mulch

Date \_\_\_\_\_

Project No. NE-90-X117

Specification No. 11-20

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Page No: \_\_\_\_\_

Document Reference (check one):

General Requirements: \_\_\_\_\_

Specifications: \_\_\_\_\_

Section Number: \_\_\_\_\_

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

BIDDER'S REQUES: \_\_\_\_\_

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

**APPENDIX D**

**ACKNOWLEDGMENT OF ADDENDA**

**Project:** Mulch

**Date** \_\_\_\_\_

**Project No.** NE-90-X117

**Specification No.** 11-20

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

---

Print Name of Authorized Representative

Print Email Address

---

Print Title of Authorized Representative

---

Print Street Address / Mailing Address

---

Area Code & Telephone Number

Area Code & Fax Number

---

Signature of Authorized Representative

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

## BIDDERS LIST DATA FORM

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

### PART A: BUSINESS DATA

1. Business Name: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_
4. Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Is this business a certified DBE under Nebraska's Department of Roads Unified Certification Program? \_\_\_\_ Yes \_\_\_\_ No
7. Age of Business: \_\_\_\_ Years \_\_\_\_ Months
8. Business Annual Gross Receipts:  
 < \$500,000       \$500,000 to \$1,000,000       \$1,000,000 to \$2,000,000  
 \$2,000,000 to \$5,000,000       >\$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.)

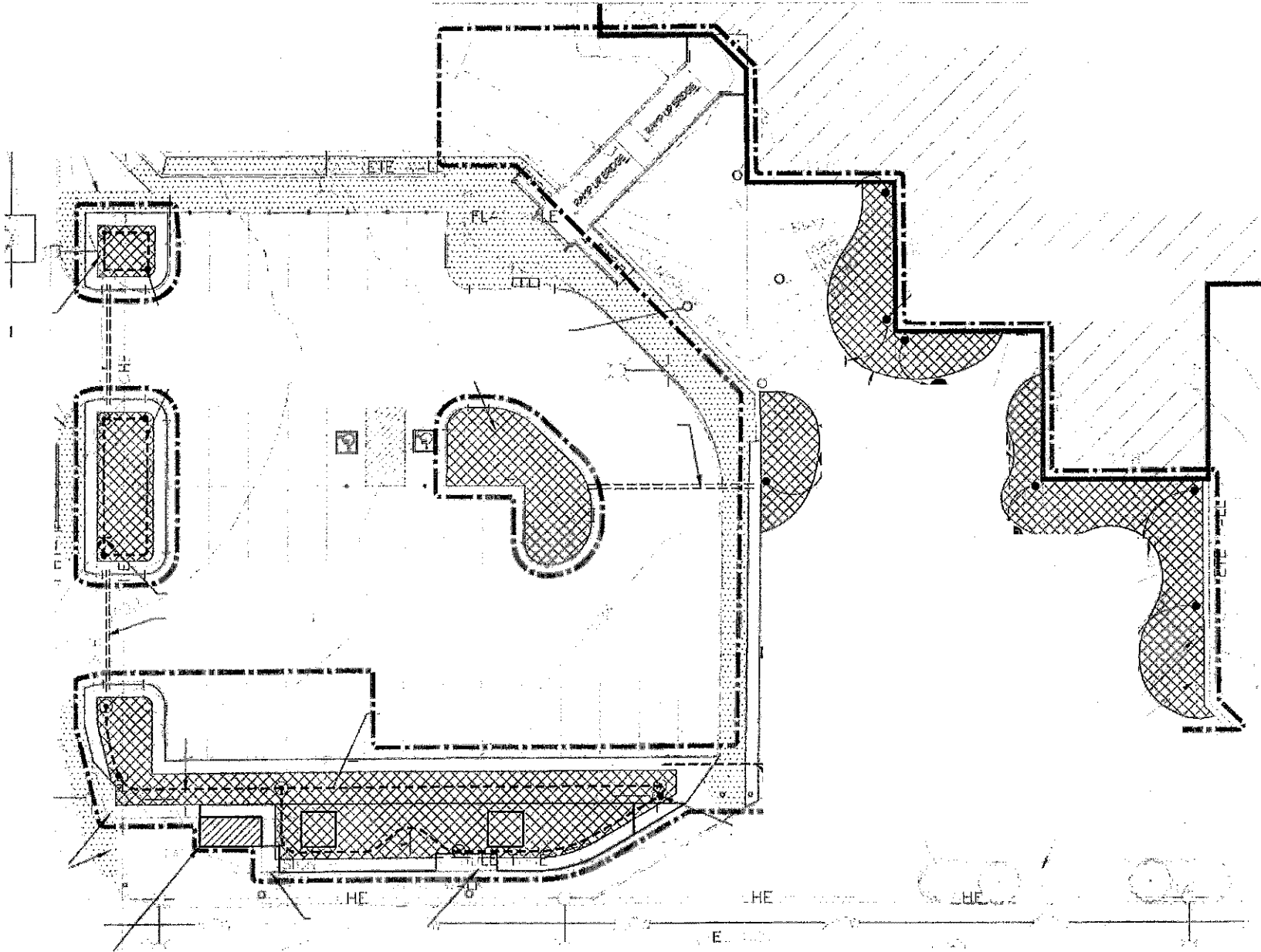
### PART C: SIGNATURE

The undersigned hereby declares that the information set forth on this form is current, complete and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Metro Admin Facility - 2222 Cuming St, Omaha NE  
Replace mulch in hatched areas, approximately 6,500 sf



NORTH OMAHA TRANSIT CENTER - 4308 NORTH 30TH ST



Search Google Maps



Replace mulch in highlighted areas, approximately 14,815 sf.

**NOTC**

Sign in

