

REQUEST FOR QUOTE

Retrofit Mechanic's Service Truck



November 1, 2021

REQUEST FOR QUOTES ("RFQ")

OBJECTIVE

The Transit Authority of the City of Omaha, d/b/a Metro ("Metro"), is requesting quotes from qualified contractors to retrofit a mechanic's service truck, specifically a 2021 Ford F450 Super duty fitted with an eleven (11) foot Monroe Solutions 2 service body, for use to respond to emergency road calls to service its heavy-duty bus and van transit fleet. Maintenance staff is required to rapidly respond emergency service road calls and address mechanical problems on the street.

GENERAL INFORMATION FOR CONTRACTOR

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 procurement project. In the event any of these federal contract requirements are revised, amended, or promulgated during the below solicitation schedule, such revision and/ or amendment shall be incorporated therein.

All expenses and costs incurred in the preparation, submission and/or preparation of the quote response shall be the sole responsibility of the contractor. All reports, designs, drawings, plans, specifications, instructions, schedules, and other materials and documents submitted with a contractor's proposal shall become the property of Metro and will not be returned. Additionally, all proposal materials and documents received by Metro shall become a matter of public record and regarded as such. As required by law, Metro will disclose such records or portions thereof.

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE):

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

PROCUREMENT SCHEDULE

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

| | |
|---|--|
| Distribute Request for Quotes | Wednesday, November 3, 2021 |
| Deadline to submit questions or seek clarifications (NO LATE SUBMISSIONS ACCEPTED) | 12:00 pm CST, Wednesday, November 10, 2021 |
| Answers to requests for clarifications posted | 2:00 pm CST, Monday, November 15, 2021 |
| Quotes Due (NO LATE SUBMISSIONS ACCEPTED) | 2:00 pm CST, Wednesday, November 17, 2021 |

1. SCOPE

General Information

Metro will accept best and final fixed price quotes from interested contractors for modification to service truck on or before 2:00 pm CST, Wednesday, November 17, 2021, must be quoted, or the quotes price will be assumed to be inclusive of such costs. Quotes received after that time and date will be deemed non-responsive and disallowed from further consideration. Metro will accept quotes received only via email: mphoenix@ometro.com, or by fax: 402-342-0949.

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

Prior to award of any contract funded with Federal assistance; Metro is required to ensure that the contractor is not list on the Federal Government's Excluded Parties list by Checking the Excluded Parties List System (EPLS).

Minimum Required Specifications

Contractors must submit a quote which meets the minimum required specifications in this RFQ for Modifications to service truck. Failure to meet ALL the minimum required specifications may disqualify a contractor's quote from selection.

Mechanic's Service Truck and Body Retrofit

| Retrofit Items | Minimum Required Specifications |
|--|---|
| Lubrication Kit: | <p>Must have five (5) tanks total: Four (4) 10-gallon tanks for oils and one (1) 20-gallon tank for coolant. Each tank must have its own hose and powered pump. Reservoirs should be metal for the oils, and it can be heavy duty plastic for the coolant. Must be rated for the following oil types: 15/40 engine oil, DEXTRON transmission fluid, 5/20 engine oil (MOBY), and 15/40 CNG engine oil. The containers need to be installed inside the compartments in the service body. 2 10-gallon tanks must be installed in the last compartments of service body on driver and passenger sides. 5 retractable reels must be installed on passenger side on top of service body. The flow should be at least 5 gallon per minute (GPM). The nozzles need to be rated at least to 5 GPM. Inlet port ½ outlet port ½ trigger squeeze operated with trigger guard to prevent spills. Operating PSI 720, with max PSI of 750. Hoses must be rated for the fluids that they will be used for and to the operating PSI and GPM flow. Hoses must be 50 feet in length. All nozzles must be 90-degree nozzles</p> <p>20-gallon coolant tank must be mounted in middle compartment above wheel well. Passenger side.</p> |
| 30-Gallon Air Compressor: | <p>Must have at least 14hp-2 stage (gas or diesel) 24-30 CFM with at least 170 psi. Must have ½ inch and 3/8-inch hoses. Hoses must be heavy duty with self-retractable reels and 50 feet in length. Must be installed in driver side compartment 1 closest to cab. Must have controls for air compressor mounted inside compartment. If air compressor does not fit in compartment 1 it is to be mounted in service body directly behind the cab. Retractable reels must be mounted in bay 1 of passenger side directly behind the cab.</p> |
| Light Bar with Emergency strobe: | <p>Must be mounted on top of the cab of the vehicle. Service lights should be amber in color. Must Have work lights built in as well.</p> |
| Front Mounted Push Bar: | <p>Must be encased in rubber and rated to push a 28,000 lb. vehicle without sustaining damage to either vehicle, and compatible design with a 2021 Ford F-450. Cannot interfere with airbag system</p> |
| Hydraulic Lift Gate: | <p>Hydraulic lift Gate Capacity: 1300 and 1600 lbs.</p> |
| Required Delivery Date: Warranty on Parts and Services: | <p>All Modifications listed above must be completed by January 7, 2021 Must Include 1 year warranty on parts and services installed.</p> |

THE FOLLOWING ARE ATTACHMENTS TO THIS REQUEST FOR QUOTES:

ATTACHMENT 1 – Federal Clauses for Procurement of Rolling Stock

ATTACHMENT 2 – Quote Form

ATTACHMENT 3— Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

ATTACHMENT 4--- Form -13

ATTACHMENT 5—Pictures of Service Truck

ATTACHMENT 6—Schematic of Service Body

Contractor's must Completed all attached forms to submit quote (Federal Clauses for Procurement of Rolling Stock, Quote Form, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Form – 13). Do not include promotional material with your quote. All quotes must be received by 2:00 pm CST, Wednesday, November 17, 2021, to be considered.

3. ADDITIONAL INFORMATION

By submitting a quote, contractor acknowledges receipt of and compliance with all attached Federal Clauses for Procurement of Rolling Stock.

Metro reserves the right at its discretion to:

- Amend the RFQ at any time prior to the proposal due date by addendum;
- Reject any and all quotes;
- Waive minor irregularities contained in any quote;
- To award a contract for this project outside of this RFQ, including but not limited to online quotes;
- Rely upon any information obtained through its own investigation of the contractor or its quote or that of any department, agency, or any other appropriate governmental entity; and
- Withdraw the RFQ at any time, including after the quote submission due date, without the award of any contract.

Request(s) for clarifications

Please submit all questions in writing to mphoenix@ometro.com. Contractors are prohibited from initiating contact with regards to this quote procurement with any entity or one except for Metro's Procurement Administrator, Marlon Phoenix, or other Metro specified designee.

Metro will post all questions, answers, and clarifications to:

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

FEDERAL CLAUSES FOR PROCUREMENT OF ROLLING STOCK

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Contractor and Metro acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying project, absent the express written consent of the Federal Government, the Federal Government is not a party to this project and shall not be subject to any obligations or liabilities to the Metro, Contractor or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying project. Contractor agrees to include the above clause in each subcontract financed in whole in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontract who will be subject to its provisions.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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 FTA assisted project. Upon execution of the underlying contract, Contractor certifies or affirms that 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 to be performed. In addition to other penalties that may be applicable, 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 Contractor to the extent the Federal Government deems appropriate.

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 any contract or agreement connected with any project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

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

ACCESS TO THIRD PARTY CONTRACT RECORDS AND REPORTS

Record Retention. Contractor shall retain and require all its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the project, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this project for a period of not less than three (3) years after the date of termination or expiration of this project, except in the event

of litigation or settlement of claims arising in the performance of this project, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. Contractor agrees to provide sufficient access to FTA and/or its designated contractor(s) or agent(s) to inspect and audit records and information related to the performance of this project as reasonably may be required. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to photocopy such records as are reasonably necessary.

Access to the Sites of Performance. Contractor agrees to permit FTA and its designated contractor(s) or agent(s) access to the sites of performance under this project as reasonable may be required.

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

CHANGES TO FEDERAL REQUIREMENTS

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

TERMINATION

Termination of Convenience. Metro may, by written notice, terminate any and all purchase order(s) and/or contract(s) resulting from this procurement project, in whole or in part when it is in the best interest of Metro. In the event of termination for convenience, Metro shall be liable only for the payment of supplies delivered, services performed, or construction completed, and that have been accepted by Metro prior to the effective date of termination.

Termination of Default. Metro may, by written notice, terminate any purchase order or contract resulting from this project, in whole or in part, for failure of the contractor to perform any obligation or comply with any requirement of any and all purchase order(s) and/or contract(s). Metro's written notice shall specify the extent of performance thereunder when such purchase order or contract is terminated and the date termination is effective. Contractor shall be liable for damages, including costs of procuring similar, services, or work performed.

CIVIL RIGHTS (EEO, Title VI & ADA)

The Metro is an Equal Opportunity Employer. As such, the Metro agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by the Federal laws or regulations, the 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 procurement using exclusionary or discriminatory specifications.

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 Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance, with Title VII of the Civil Rights Acts, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, 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. Chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not limited to, the following: layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. § 5332, contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. Contractor shall comply with 49 U.S.C. 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. In accordance with §504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBEs)

This procurement project is subject to the requirements of 49 CFR Part 26. Metro has not set a separate DBE contract goal for this federally assisted contract.

Contractor nor any of its third-party contactors or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this federally assisted procurement project. Failure by contractor to carry out these requirements is a material breach of any purchase order, which may result in the termination of the purchase order or such other remedy as Metro deems appropriate, which may include, but is not limited to: a) Withholding progress payments; b) Assessing sanctions; c) Liquidated damages; and/or d) Disqualifying contractor or the third party contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)

Any and all contracts contractor executes with third-party contractor or subcontractor in the performance of this project must comply with the requirements of 49 C.F.R. 26.13(b) and must include the assurance in any and all contracts with such third-party contractor or subcontractor.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

This procurement project includes, in part, certain standard terms and conditions required by the U.S. Department of Transportation (DOT), as set forth in the FTA Circular 4220.1F, Rev. 4, March 18, 2013, as amended from time to time, are hereby incorporated by reference. Except for contractor's ownership of its intellectual property, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this procurement. Contractor shall not knowingly perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions. Further, contractor agrees to comply with FTA Federal Contract Clauses as set forth in this procurement project.

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

SUSPENSION AND DEBARMENT

Contractor shall comply and facilitate compliance with U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The aforementioned provisions of this paragraph apply to each contract at any tier of \$25,000 or more, and to each contract to any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded project and are not presently declared by and Federal department or agency to be: a) debarred from participation in any federally assisted award; b) suspended from participation in any federally assisted award; c) proposed for debarment from participation in any federally assisted award; d) declared ineligible to participate in any federally assisted award; e) voluntarily excluded from participation in any federally assisted award; or f) disqualified from participation in any federally assisted award.

Contractor shall comply with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by C.F.R. Part 1200, throughout the performance of this procurement project.

Contractor further agrees to comply with and include the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by C.F.R. Part 1200, in any third-party contracts, subcontracts and lower tier covered transactions it enters into arising from or as a result of this procurement or any resulting contract.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-leased vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Metro or contractor.

Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or leases, a vehicle contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this procurement project or any result contract.

Any and all contracts contractor executes with third-party contractor(s) or subcontractor(s) in the performance of any contract must comply with the requirements of 23 U.S.C. Part 402, and must include the assurance in any and all contracts with such third party contractor(s) or subcontractor(s).

VETERANS EMPLOYMENT

As provided by 49 U.S.C. §5325(k): a.) To the extent practicable, contractor agrees that it: 1.) Will give a hiring preference to veterans (as defined in 5 U.S.C. §2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. Chapter 53, and 2.) Will not require an employer to give a preference to any veteran over any equally qualified employee, and b.) Contractor also assures that its sub-contractors will: 1.) Will give hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. Chapter 53, to the extent practicable, and 2. Will not require an employer to give any 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.

CONTRACT AWARD ANNOUNCEMENT—FEDERAL PARTICIPATION

In the event that Metro announces a third-party contract award with respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, Metro will specify the amount of Federal contract assistance that will be used to finance the acquisition in any announcement of the contract award for such of goods and services; and express the amount as a percentage of the total costs of the planned acquisition.

APPLICABILITY OF STATE AND LOCAL LAW

Quotes, bids, offers, and/or proposals will be received and reviewed, but no purchase order or contract shall be awarded until all applicable Federal, state, and local laws, statutes, regulations, ordinances have been complied with by contractor.

ENERGY CONSERVATIONS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Nebraska Energy Codes issued in compliance with the Energy Conservation and Production Act of 1976 (ECPA), as amended, and any State of Nebraska energy conservation plans issued in compliance with the Energy Policy and Conservation Act of 1975 (EPCA).

RECYCLED MATERIALS

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with § 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and United States Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247.

EMPLOYMENT ELIGIBILITY VERIFICATION

A presidential Executive Order and subsequent Federal Acquisition Regulation (FAR) rule requires contractors to use E-Verify to electronically verify the employment eligibility of employees working under covered federally assisted contracts, as provided by 48 C.F.R. § 22.1803 and 48 C.F.R. § 52.222-54:

- (a) *Definitions.* As used in this section-
- Commercially available off-the-shelf (COTS) item-*
 - (1) Means any item of supply that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee-

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.* (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

ACKNOWLEDGEMENT AND RECEIPT OF FEDERAL CLAUSES

On behalf of the contractor, as a duly authorized agent, I have reviewed the attached required Federal Clauses for Procurement of Rolling Stock in conjunction with Metro's procurement for modifications to mechanic service truck for which _____(Contractor Name) has provided pricing and hereby affirms that it shall conform to and abide by all aforementioned federal requirements as set forth and any amendments thereto.

Signature of Authorized Agent

Printed Name and Title

Contractor Name

Date

Quote Form

Project: Spec: 25-21 Modifications to Service Vehicle

| Modifications Needed on Service Vehicle | |
|--|---|
| Modifications | Minimum Required Specifications |
| Lubrication Kit: | <p>Must have five (5) tanks total: Four (4) 10-gallon tanks for oils and one (1) 20-gallon tank for coolant. Each tank must have its own 50 ft hose and powered pump. Reservoirs should be metal for the oils, and it can be heavy duty plastic for the coolant. Must be rated for the following oil types: 15/40 engine oil, DEXTRON transmission fluid, 5/20 engine oil (MOBY), and 15/40 CNG engine oil. The containers need to be installed inside the compartments in the service body. 2 10-gallon tanks must be installed in the last compartments of service body on driver and passenger sides. 5 retractable reels must be installed on passenger side on top of service body. The flow should be at least 5 gallon per minute (GPM). The nozzles need to be rated at least to 5 GPM. Inlet port ½ outlet port ½ trigger squeeze operated with trigger guard to prevent spills. Operating PSI 720, with max PSI of 750. Hoses must be rated for the fluids that they will be used for and to the operating PSI and GPM flow. Hoses must be 50 feet in length. All nozzles must be 90-degree nozzles</p> <p>20-gallon coolant tank must be mounted in middle compartment above wheel well. Passenger side.</p> |
| 30-Gallon Air Compressor: | <p>Must have at least 14hp-2 stage (gas or diesel) 24-30 CFM with at least 170 psi. Must have ½ inch and 3/8-inch hoses. Hoses must be heavy duty with self-retractable reels and 50 feet in length. Must be installed in driver side compartment 1 closest to cab. Must have controls for air compressor mounted inside compartment. If air compressor does not fit in compartment 1 it is to be mounted in service body directly behind the cab. Retractable reels must be mounted in bay 1 of passenger side directly behind the cab.</p> |
| Light Strobe Bar: | <p>Must be mounted on top of the cab of the vehicle. Service lights should be amber in color. Must Have work lights built in as well.</p> |
| Front Mounted Push Bar: | <p>Must be encased in rubber and rated to push a 28,000 lb. vehicle without sustaining damage to either vehicle, and compatible design with a 2021 Ford F-450. Cannot interfere with airbag system</p> |
| Tommy Lift Gate: | <p>Lift Gate Capacity: 1300 and 1600 lbs.</p> |
| Required Delivery Date: Warranty on Parts and Services: | <p>All Modifications listed above must be completed by January 7, 2021 Must Include 1 year warranty on parts and services installed.</p> |

Total Cost of Modifications to Service Truck: \$_____

The undersigned hereby agrees to supply the mechanic service truck in accordance with the terms and conditions of this Request for Quotes and attached documents.

The undersigned understands that this quote will be examined by Metro, that it shall not be withdrawn for thirty (30) days and that no award shall be made until all required documentation is obtained.

The Transit Authority of the City of Omaha, dba Metro, is a political subdivision of the State of Nebraska, and is exempt from the payment of all federal, state, and local taxes. Such taxes shall not be included in any pricing or associated costs. Metro will furnish the successful contractor with the necessary tax-exempt certificates upon request.

Signature of Authorized Representative

Date

Print Name of Contractor

Print Name and Title of Authorized Representative

Print Email Address

Print Mailing Address

_()

()

Telephone

Fax

Attachment 3

Debarment and Suspension Certification for Prospective Contractor

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

Choose one alternative:

X - 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 of 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 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 explain those that cannot.) The Proposer 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 the Title 31 USC Sections 3801 are applicable thereto.

Project No. Spec: 34-21 Service Truck Mods

Executed in:

Name:

Authorized Signature:



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

| Name and Mailing Address of Purchaser | | | Name and Mailing Address of Seller | | |
|---------------------------------------|-------|----------|------------------------------------|-------|----------|
| Name | | | Name | | |
| Legal Name | | | | | |
| Street or Other Mailing Address | | | Street or Other Mailing Address | | |
| City | State | Zip Code | City | State | Zip Code |

Check Type of Certificate

- Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.
- Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

- Check One** Purchase for Resale (Complete Section A.) Exempt Purchase (Complete Section B.) Contractor (Complete Section C.)

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will resold either in the form or condition in which it was purchased, be or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor

Description of Product Sold, Leased, or Rented

of

My Nebraska Sales Tax ID Number is 01- _____

If none, state the reason _____

or Foreign State Sales Tax Number _____ State _____

Section B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (See the list of Exemption Categories and corresponding numbers on reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Property or Service Purchased _____ Intended Use of Property or Service Purchased _____

If exemption category 3 or 4 is claimed, enter your Nebraska Certificate of Exemption State _____ ID number. 05- _____ Do not enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

| Description of Items Sold | Date of Seller's Original Purchase | Was tax paid when purchased by seller? | | Was item depreciable? | |
|---------------------------|------------------------------------|--|-----------------------------|------------------------------|-----------------------------|
| | | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Section C — For Contractors Only

1. Purchase of building materials or fixtures.

As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax ID Number is: _____

2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment. _____ on behalf of _____ (exempt entity)

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

here _____ Authorized Signature Title _____
_____ Date _____

Authorized Signature Name (please print)

**Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.
Sellers cannot accept incomplete certificates.**

The Department is committed to the fair administration of the Nebraska tax laws. It is unlawful to claim an exemption for purchases of property or services that are subject to tax. Sellers are encouraged to notify the Department of any unlawful use of this form.

Instructions

Who May Issue a Resale Certificate. Purchasers are to give the seller a properly completed Form 13, Section A, when making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may be completed and issued by governmental units or organizations that are exempt from paying Nebraska sales and use taxes. See this list in the [Nebraska Sales Tax Exemptions Chart](#). Most nonprofit organizations are **not** exempt from paying sales and use tax. Enter the appropriate number from "Exemption Categories" (listed below) that properly reflects the basis for your exemption.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

Contractors. Contractors complete Form 13, Section C, part 1 or part 2 based on the option elected on the [Contractor Registration Database](#).

To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1. To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) and [Reg-1-017, Contractors](#), for additional information. Also, see the Important Note under "Exemption Categories" number 3.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. A fully completed resale or exempt sale certificate is proof for the retailer that the sale was for resale or is exempt. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Exemption Categories

(Insert appropriate number from the list below in Section B)

1. Governmental units, identified in [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the U.S. government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the U.S. government for the benefit of the public, generally are taxable.

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt. See [Nebraska Sales Tax Exemption Chart](#).
3. Purchases made by organizations that have been issued a [Nebraska Exempt Organization Certificate of Exemption](#) (Certificate of Exemption). [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Certificate of Exemption with a state ID number which must be entered in Section B of Form 13.

Important Note: Nonprofit educational institutions must be accredited regionally or nationally and have their primary campus in Nebraska to be exempt from sales and use tax. Also nonprofit organizations providing any of the types of health care or services that qualify to be exempt must be licensed or certified by the Nebraska Department of Health and Human Services (DHHS) to be exempt from sales and use taxes. There is no sales and use tax exemption prior to these entities being accredited, licensed, or certified. They CANNOT issue either a [Resale or Exempt Sale Certificate, Form 13](#), or a [Purchasing Agent Appointment, Form 17](#), to any retailer or contractor relating to purchases of building materials for construction or repair projects performed prior to being accredited, licensed, or certified. After an entity becomes accredited, licensed, or certified upon completion of the construction project, it may submit a [Form 4](#).

Nonprofit **health care organizations** that hold a Certificate of Exemption are exempt for purchases for use at their facility, or portion of the facility, covered by the license issued under the Nebraska Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable. The exemption is not for the entire organization that offers different levels of health care or other activities, but is limited to the specific type of health care that is exempt. Purchases for non-exempt types of health care are taxable.

4. Purchases of motor vehicles, trailers, semitrailers watercraft, and aircraft used predominately as common or contract carrier vehicles; accessories that physically become part of the common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption ID number must be entered in Section B of the Form 13. An individual or business that has been issued a common or contract carrier certificate of exemption may only use it to purchase those items described above prior to the expiration date on the certificate. The certificate of exemption expires every 5 years. (See [Nebraska Common or Contract Carrier Information Guide](#)).
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing. (See [Reg-1-107, Manufacturing Machinery and Equipment Exemption](#)).
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the Exempt Sale Certificate to the purchaser. (See [Reg-1-022, Occasional Sales](#)). The Form 13 must be kept with the purchaser's records for audit purposes.











