

REQUEST FOR QUOTES  
VEHICLE VINYL STRIPING MATERIAL



FEBRUARY 22, 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 furnish 33 complete sets of Vehicle Vinyl Striping Material to Metro for its buses, paratransit vans and SUV vehicle fleet. This RFQ is for furnishing of materials only and does **NOT** include any installation.

### 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 project. In the event any of these federal contract requirements are revised during the below solicitation schedule, such revision shall be incorporated therein.

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

The issuance of this RFQ, and Metro’s acceptance of any and all 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 project for DBE participation.

### PROCUREMENT SCHEDULE

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

Distribute Request for Quotes	Monday, February 22, 2021
Deadline to submit questions or seek clarifications (NO LATE SUBMISSIONS ACCEPTED)	2:00 pm CST, Friday, February 26, 2021
Answers to requests for clarifications posted	Tuesday, March 2, 2021
Quotes Due (NO LATE SUBMISSIONS ACCEPTED)	4:00 pm CST, Tuesday, March 9, 2021

**1. SCOPE OF SERVICES**

**General Information**

Interested Contractors must submit their quote on or before 4:00 pm CT, Tuesday, March 9, 2021. Quotes received after that time and date will be deemed non-responsive and disallowed from further consideration. Metro will accept quotes received via email at, [procurement@ometro.com](mailto:procurement@ometro.com) or fax to, 402-342-0949. Quotes can also be delivered to Attn: Procurement 2222 Cuming Street Omaha NE 68102.

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

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

Material	Minimum Acceptable
Graphic Material	3M High Performance Controltac and Comply Series 180C-57 (Olympic Blue) Cast Vinyl <b>OR</b> Avery Ultimate Cast Series UC-900-630-O (Olympic Blue) Vinyl <b>OR</b> approved equal
	3M High Performance Controltac and Comply Series 180C-10 (White) Cast Vinyl <b>OR</b> Avery Ultimate Cast Series UC-900-630-O (White) Vinyl <b>OR</b> approved equal
Vinyl thickness	2 mil
Warranty	6-years to include adhesiveness & colorfastness

**Breakdown of Vehicle Vinyl Striping Material**

Metro needs 33 complete sets in total, of that, Metro needs 14 sets for bus, 5 sets for Paratransit, 14 for Explorer-type vehicles.

**2. THE FOLLOWING ARE ATTACHMENTS TO THIS REQUEST FOR QUOTES;**

ATTACHMENT 1 – NEW FLYER BUS LIVERY

ATTACHMENT 2 – PARATRANSIT VAN LIVERY

ATTACHMENT 3 – FORD EXPLORER LIVERY

**Use the last page of this document to submit your Quote.** Do not include promotional material with your quote. All quotes must be received by 4:00 pm Central Time, Tuesday, March 9, 2021 to be considered.

**3. ADDITIONAL INFORMATION**

By submitting your quote you are acknowledging receipt of and compliance with all Federal clauses stated below.

Metro reserves the right in its discretion to:

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

**Request(s) for clarifications**

Please submit all questions in writing to [procurement@ometro.com](mailto:procurement@ometro.com). Offerors are prohibited from initiating contact with regards to this quote procurement with anyone else at the FTA, Metro, the City of Omaha or Metropolitan Area Planning Agency (MAPA) except for Metro's Grant Administrator or indicated designee.

Metro will post all questions, answers and clarifications to:

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

**4. PROTESTS**

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

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

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

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

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

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

#### **5. ELIGIBILITY FOR AWARD OF CONTRACT**

Metro will only award to responsive, responsible Contractor under the criteria set forth in 49 USC 5325. Metro also utilizes the System for Award Management to verify Contractors information.

#### **6. FEDERAL CLAUSES FOR PROCUREMENT OF MATERIALS AND SUPPLIES**

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

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

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

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

#### **FEDERAL CHANGES**

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

#### **TERMINATION**

##### Termination for Convenience by Metro.

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

In the event of termination for convenience pursuant to Section (a), Metro shall be responsible to pay the Contractor only for all authorized Work performed up to the date of termination and conforming to the Contract, without allocation of profit for unperformed, remaining or incomplete Work. In no event shall the aggregate charges to be paid by Metro pursuant to the preceding sentence exceed resulting from the percentage of the completed Work to that remaining multiplied by the aggregate Contract price. In the event of such termination, Contractor shall have no recourse against Metro except as earlier stated in this Section (b) and as follows: Contractor shall be entitled to receive reimbursement from Metro an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Contractor in withdrawing its equipment and personnel from the Work and otherwise demobilizing; (ii) the actual, reasonable and necessary costs reasonably incurred by Contractor in terminating those contracts, not assumed by Metro, for Subcontractors; (iii) provided, however, Contractor shall not be paid for any Work after receipt of such notice or for any costs incurred by Subcontractors after receipt of Customer's termination notice, or for Work which Contractor could reasonably have avoided Contractor. Contractor shall document any cost claimed by it to Metro's reasonable satisfaction and shall supply Metro with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Metro for the amount of reimbursement claimed by Contractor with all supporting information and requisite documents. Unless disputed in good faith by the Metro, Customer shall be paid such amounts within thirty (30) business days after Customer delivers all Work, completed or not completed, in its then current form, free and clear of all liens and assigns to Metro together with any subcontracts, duly assigned, that Metro is willing to assume.

#### Suspension by Metro

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

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

- (a) Terminate the Contract effective immediately upon Contractor's receipt of written notice from Metro specifying any of the following events:
  - (i) Insolvency of Contractor.
  - (ii) The filing of a meritorious petition of bankruptcy by or against Contractor or the filing of any petition by Contractor seeking protection under Chapters 7, 11 or 13 of the United States Bankruptcy Code.
  - (iii) The conviction of Contractor of a felony in connection with the Work.
  - (iv) Failure to materially comply with any of the Laws.
  - (v) Any attempt to evade any material provision of the Contract or to practice any fraud or deceit upon Metro.
  - (vi) The failure of Contractor or any of its Subcontractor's to fully comply with the lawful directives or cooperate with requests of Metro's inspectors or other officials administering or monitoring Work, including any federal, state or other public authority.
  - (vii) The failure to provide any required bond within ten (10) days of notice of the award of the Contract.
  - (viii) Any material misrepresentation by Contractor made at any time.

- (ix) Contractor improperly assigns or attempts to assign the Contract or any of the Work.
  - (x) The failure to properly maintain, provide or permit Metro access to any books, records, bank accounts or documentation related to the Contract.
- (b) Terminate the Contract, if any of the following (which shall also constitute a material default or breach of the Contract) is not cured to the satisfaction of the Metro within the earlier of thirty (30) days or the time prescribed therefor, in either event from the receipt of written notice from the Metro specifying such breach or default:
- (i) Contractor fails to conform operations which are in violation of the Laws because of a change in the Laws within 30 days following the effective date of such change.
  - (ii) The failure to promptly pay any sums due to Metro within 5 days of notice.
  - (iii) Contractor refuses or fails to timely commence or perform the Work.
  - (iv) Contractor refuses or fails to supply enough properly skilled workers, or proper materials or Subcontractors to timely perform the Work.
  - (v) Contractor fails to comply promptly with rejection notices or notices to correct defects in the Work.
  - (vi) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section.

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

#### Wrongful Termination by Metro

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

#### Future Breach not Waived

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

#### Contractor's Right to Terminate

Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section. In the event that Metro fails to timely pay to Contractor any undisputed amounts due pursuant to the terms of the Contract, Metro shall be in default under this Contract and Metro shall be allowed thirty (30) days from receipt of



a written notice of such default from Contractor in which to cure such default, after which Seller may immediately terminate this Contract by written notice to Buyer. Any amount disputed by Metro to be due under this Contract must be disputed in good faith.

Waiver of Contractor's Other Remedies

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

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

**CIVIL RIGHTS**

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

**Equal Employment Opportunity**-The Contractor, Sub-recipient or Sub-contractor 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 Legal/Human Resources is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Metro in its financial assistance agreements with the Department of Transportation.

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

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

The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract within thirty (30) days following satisfactory performance of the sub-contractor's work. The prime contractor further agrees to return any retainage payments to each subcontractor within thirty (30) days upon

satisfactory completion of the sub-contractor's work. Any delay or postponement of payment may occur only for good cause following written approval of Metro. This clause applies to both DBE and non-DBE sub-contractors.

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of The Authorities requests, which would cause Metro to be in violation of the FTA terms and conditions.

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

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

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

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

#### **ENERGY CONSERVATION**

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

#### **RECYCLED PRODUCTS**

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

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

#### **STATE AND LOCAL LAW DISCLAIMER**

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

## **FEDERAL PARTICIPATION**

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

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

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

A. Definitions - As used in this Special Provision:

1) Driving

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

2) Text Messaging

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

B. Safety - The Contractor is encouraged to:

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

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

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

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

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

## Quote Proposal Form

**Project: Vehicle Vinyl Striping Material** \_\_\_\_\_ **Date** \_\_\_\_\_

**Lump Sum \$** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Print Email Address

\_\_\_\_\_  
Print Title of Authorized Representative

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

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

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

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Signature of Authorized Representative

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