THE REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA

d/b/a/ METRO

REQUEST FOR QUOTES

TRAILER MOUNTED PORTABLE AIR COMPRESSOR

PROJECT No. 16-26

SOLICITATION FOR QUOTES

The Regional Metropolitan Transit Authority of Omaha, d/b/a/ Metro Transit seeks qualified vendors to provide a 185 CFM diesel-powered, trailer-mounted portable rotary screw air compressor. Detailed specifications are included for your review.

Quotes shall be submitted on the form provided via email to: procurement@ometro.com. Metro prefers quotes to be submitted electronically. If you are unable to submit via email, please Mail or hand deliver to:

Procurement and Contracts Manager
16-26: Trailer Mounted Portable Air Compressor
Metro Transit
2222 Cuming St
Omaha NE 68102

ESTIMATED PROJECT SCHEDULE

10-28-2026	Request for Quotes
11-04-2026	Request for Clarification or Substitution
11-09-2026	Responses to Clarifications or Substitution
11-16-2026	**Quotes Due, 2:00 pm Central Standard Time**

The above schedule is estimated only, and Metro Transit reserves the right in its sole discretion to modify the schedule as needed.

SCOPE OF WORK:

The Regional Metropolitan Transit Authority of Omaha, d/b/a/ Metro Transit ("Metro"), is soliciting quotes from qualified vendors to furnish, deliver, and provide training for one (1) new 185 CFM diesel-powered, trailer-mounted portable rotary screw air compressor for use by Metro Transit's Facilities and Maintenance Department. The equipment will provide a reliable and mobile source of compressed air for year-round maintenance, construction, utility, fleet maintenance, sandblasting, and emergency repair activities at Metro facilities, Metro-owned properties, and field job sites. The unit shall be suitable for continuous-duty outdoor operation under varying weather and job-site conditions.

1. Project Specifications

The selected vendor shall provide a complete turnkey solution. The proposed equipment shall be new, unused, and of current production. Used, refurbished, remanufactured, or demonstration equipment will not be accepted.

- One (1) diesel-powered, trailer-mounted portable rotary screw air compressor.
- Minimum free air delivery of 185 CFM.
- Normal operating pressure of 100 PSI, with capability up to 125 PSI.
- Liquid-cooled diesel engine with electric start and 12-volt electrical system.
- DOT-compliant highway trailer suitable for legal highway transport.

- Lockable, weather-resistant steel enclosure with corrosion-resistant finish.
- Minimum two (2) air service outlets with safety check valves and compatible couplers.
- Factory-installed controls, gauges, instrumentation, protective shutdowns, and safety devices.
- Fuel capacity sufficient for a minimum of eight (8) hours of operation under normal working conditions.
- All fluids, batteries, filters, standard accessories, and components required for immediate operation.
- Compliance with applicable OSHA, EPA, DOT, and industry safety and emissions requirements.
- Delivery, pre-delivery inspection, startup, commissioning, operational testing, training, documentation, warranty support, and local authorized service support.

2. Technical Requirements

The compressor shall provide dependable, continuous compressed air for municipal maintenance, construction, utility, and emergency response applications. Vendors shall provide manufacturer-published specifications demonstrating compliance with the requirements below.

A. Air Output and Compressor Design

- Minimum 185 CFM free air delivery.
- Normal operating pressure of 100 PSI, with capability to operate up to 125 PSI.
- Oil-injected rotary screw compressor designed for continuous-duty operation.
- Heavy-duty air-end designed for long service life.
- Automatic capacity control system to match air demand.
- High-efficiency oil separation system.
- Pressure relief valve and automatic compressor control/unloading system.
- Heavy-duty cooling system suitable for continuous operation in varying weather conditions.

B. Operating Performance

- Provide continuous compressed air during extended operating periods.
- Operate reliably in hot, cold, wet, and dusty environments typically encountered in Nebraska.
- Maintain stable operating pressure with minimal pressure fluctuation during normal use.
- Provide rapid recovery following peak air demand.
- Support multiple pneumatic tools simultaneously, as applicable.
- Use leak-resistant fuel, oil, and cooling systems.
- Meet current EPA diesel-engine emissions requirements.

C. Noise and Serviceability

- Include a sound-attenuated design suitable for municipal and commercial environments.
- Maximum sound level of 76 dBA at 23 feet is preferred; vendor shall state published sound level.
- Provide convenient access to routine service points and components.
- Be engineered for long service life with minimal routine maintenance.

2.2 Diesel Engine Requirements

The compressor shall be equipped with a factory-installed, heavy-duty diesel engine matched to the compressor package and capable of operating the compressor at rated capacity under continuous load.

A. Engine and Emissions

- Liquid-cooled diesel engine; current-production model.

- Meet or exceed current EPA emissions standards and applicable federal, state, and local environmental requirements.
- Maintain consistent performance under varying operating conditions.

B. Starting, Fuel, and Cooling Systems

- Electric starting system with 12-volt electrical system, heavy-duty battery, and charging system.
- Cold-weather starting aids, if recommended by the manufacturer.
- Integrated diesel fuel tank providing at least eight (8) hours of operation under normal conditions.
- Fuel level indicator or gauge and filtration designed to protect against contamination.
- Heavy-duty liquid cooling system capable of maintaining proper temperature during continuous operation.

C. Engine Protection and Serviceability

- Automatic protective shutdown for low engine oil pressure and high engine coolant temperature.
- Protection for low battery voltage and overspeed conditions, if applicable.
- Other manufacturer-recommended engine protection features.
- Convenient access for inspection and replacement of filters, belts, fluids, and other routine service components.
- Manufacturer-recommended maintenance intervals shall be provided.

2.3 Trailer Requirements

The compressor shall be factory-mounted on a heavy-duty trailer designed for safe transportation and reliable municipal operation. The trailer shall comply with applicable federal and state highway requirements.

A. Construction and DOT Compliance

- Welded steel frame with corrosion-resistant finish, designed specifically for the compressor package.
- Certified/equipped for legal highway operation and assigned a permanently affixed Vehicle Identification Number (VIN).
- Highway-rated axle, radial tires, steel wheels, and appropriate suspension sized for the fully loaded trailer.

B. Hitch, Jack, and Safety Equipment

- 2-inch ball hitch or pintle hitch, as specified by Metro; adjustable hitch height preferred where available.
- Heavy-duty trailer jack sized to safely support the loaded trailer.
- DOT-compliant safety chains, wheel chocks, reflective conspicuity markings, and breakaway device if required by law.

C. Lighting and Transportability

- DOT-compliant LED stop, tail, turn signal, side marker, and clearance lighting.
- Standard trailer wiring connector compatible with Metro vehicles.
- Safe and stable towing at posted highway speeds.
- No special permit required for normal highway operation.

2.4 Compressor Enclosure

The compressor package shall include a factory-installed enclosure that protects the engine, compressor, and associated components while allowing safe access for operation and maintenance.

A. Construction, Weather Protection, and Security

- Heavy-duty steel enclosure with corrosion-resistant finish suitable for continuous municipal and commercial use.
- Protection from rain, snow, dust, dirt, moisture, and debris during year-round outdoor operation.
- Lockable access doors protecting critical engine, compressor, fuel, and electrical components from unauthorized access.

B. Service Access, Cooling, and Durability

- Convenient access to filters, fluids, belts, batteries, and other routine inspection and maintenance points.
- Adequate ventilation and airflow to maintain proper engine and compressor operating temperatures.
- Resistance to corrosion, impact, vibration, transportation, and normal operating wear.
- Required manufacturer safety decals, warning labels, model/serial identification plates, and clearly identified service points and controls.

2.5 Air Delivery System

The unit shall include a complete air delivery system suitable for safe, reliable operation of pneumatic tools and equipment.

A. Service Outlets and Couplers

- Minimum two (2) 3/4-inch NPT or equivalent air service outlets.
- Chicago-style universal couplers or approved equivalent, constructed of heavy-duty corrosion-resistant materials.
- Independent service valves allowing one outlet to be isolated without interrupting the other.
- Connections compatible with standard pneumatic tools commonly used in municipal maintenance operations.

B. Pressure, Safety, and Air Quality

- Factory-installed pressure regulation maintaining 100 PSI normal operating pressure and capability up to 125 PSI.
- Safety check valves on each outlet and pressure relief valve(s) protecting the compressor system.
- Automatic unloading or pressure-control system protecting against excessive system pressure.
- Oil separation and manufacturer-provided moisture control features suitable for pneumatic tool operation.
- Heavy-duty piping, fittings, hoses, and valves resistant to corrosion, vibration, and normal operating wear.

2.6 Controls and Instrumentation

The unit shall include a complete control and instrumentation system that permits safe operation and monitoring of critical engine and compressor conditions.

A. Operator Controls and Instrumentation

- Centrally located, weather-resistant operator control panel with clearly labeled, ground-level accessible controls and gauges.
- Electric start/ignition control, engine shutdown control, emergency stop switch, and idle/automatic engine speed control if provided by the manufacturer.
- Compressor discharge pressure gauge, engine hour meter, fuel level indicator, coolant temperature indicator, oil pressure indicator, and battery charging indicator.
- Air filter restriction indicator is preferred.

B. Monitoring and Protective Shutdowns

- Continuous monitoring of critical engine and compressor operating conditions with visual warnings for abnormal conditions.
- Protective shutdown for low engine oil pressure, high engine coolant temperature, and high compressor discharge temperature.
- Low battery voltage, overspeed, and other manufacturer-recommended protective shutdowns, if applicable.

C. Electrical System and Serviceability

- 12-volt electrical system with heavy-duty battery and charging system.
- Weather-resistant wiring/connectors and protection from moisture, vibration, and environmental conditions.
- Convenient service access and diagnostic capabilities where available from the manufacturer.

3.0 Documentation Requirements

The Vendor shall provide complete documentation necessary for safe operation, maintenance, servicing, and long-term support. All required documentation shall be delivered with the equipment and completed before final acceptance by Metro.

A. Operator and Maintenance Manuals

- Comprehensive operator manual covering controls, safe operating procedures, daily inspections, startup/shutdown, towing/transport, and safety precautions.
- Maintenance manual covering preventive maintenance, service intervals, lubrication, fluid specifications/capacities, filter replacement, inspections, and troubleshooting.

B. Parts, Warranty, and Technical Documentation

- Illustrated parts manual with identification numbers, exploded diagrams, recommended replacement parts, and ordering information.
- Manufacturer warranty certificate, coverage summary, terms, claims procedures, warranty contact information, and local authorized service provider information.
- Manufacturer-published compressor, engine, trailer, enclosure, and performance specifications; electrical schematics and service bulletins where available.

C. Delivery and Electronic Records

- Pre-delivery inspection checklist, startup and commissioning records, equipment serial numbers, and engine/compressor identification information.
- Printed copies and searchable/printable electronic PDF copies of required manuals and technical documents; electronic files may be provided by USB flash drive or other Metro-approved media.

4.0 Training Requirements

The Vendor shall provide comprehensive on-site training for up to ten (10) Metro employees or other personnel designated by Metro. Training shall be conducted by qualified manufacturer representatives or

authorized dealer personnel experienced with the proposed equipment.

A. Operator and Safety Training

- Safe operation, controls and instrumentation, startup/shutdown, proper operating techniques, and emergency procedures.
- Air hose connection/disconnection, safe use of pneumatic tools, pressurized-air hazards, PPE requirements, and applicable OSHA-recommended practices.
- B. Maintenance and Trailer Training
- Daily and periodic inspections, routine maintenance, fluid/filter replacement, lubrication, troubleshooting, service intervals, storage, and seasonal maintenance.
- Safe towing, coupling/uncoupling, trailer jack use, safety chains, lighting/brake connections if applicable, parking, and transport safety.

C. Training Materials and Completion

- Printed/electronic training materials, operator reference guides, maintenance checklists, and presentation materials where applicable.
- Metro personnel shall have an opportunity to operate the equipment and ask questions before training is considered complete.

5.0 Warranty and Service Support

The Vendor should provide the manufacturer's standard warranty covering defects in materials and workmanship and shall coordinate warranty service throughout the warranty period.

A. Minimum Warranty Coverage

- Minimum one (1) year comprehensive warranty covering parts and labor, beginning on the date of final acceptance by Metro.
- Manufacturer standard warranty for the compressor air-end and diesel engine.
- Warranty coverage for the trailer and factory-installed accessories/components.

B. Warranty Service and Parts Support

- Coordinate warranty repairs and provide access to authorized, factory-trained service technicians.
- Repair or replace covered defective components at no additional cost to Metro and respond promptly to minimize equipment downtime.
- Identify the nearest authorized service provider, contact information, normal service response times, replacement-parts availability, and expected lead times for commonly replaced parts.
- Use genuine OEM replacement parts for warranty repairs unless otherwise approved by Metro.

C. Extended Warranty and Exclusions

- Identify available extended warranty programs, coverage periods, included components, and separate pricing.
- Clearly identify warranty exclusions, limitations, owner maintenance requirements, and conditions that may affect coverage.
- Provide complete warranty certificates, terms, claim procedures, covered-component information, and applicable warranty periods before final acceptance.

6.0 Delivery, Commissioning, and Final Acceptance

The Vendor shall deliver the compressor as a complete turnkey solution, including all standard equipment,

accessories, controls, instrumentation, safety features, required fluids, documentation, training, and warranty support necessary to place the unit into full operational service.

- Perform factory assembly and pre-delivery inspection prior to shipment.
- Deliver the equipment to the Metro-designated location and coordinate delivery with Metro personnel.
- Complete startup, commissioning, and operational testing to demonstrate proper function and compliance with the Scope of Work.
- Provide all required documentation and complete required training before final acceptance.
- Clearly identify all standard and optional equipment included in the proposal and demonstrate compliance with each applicable requirement.

SAFETY

1. The Vendor shall provide necessary safety devices for the protection of its employees, Authority employees and the public.

2. The Vendor's employees shall closely always observe the applicable rules and regulations of Metro Transit while working on or adjacent to active busways. It shall be the Contractor's responsibility to obtain copies of the Metro's transit safety rules, and to ensure that all its employees are familiar with them. A copy can be obtained by calling the Metro's Director of Safety and Security. Contact information will be provided at the time of the award of the contract.

3. The Vendor's employees shall be familiar with the operation and care of all equipment and machinery.

DRUG AND ALCOHOL-FREE WORKPLACE PROGRAM

1. Metro Transit is committed to maintaining a drug and alcohol-free workplace for the Scope of Work and has a vital interest in maintaining safe, healthy, and efficient working conditions for the work scope. Alcohol and illegal drug use or possession for alcohol and such drugs pose a serious threat to workplace safety and health and pose a danger.

2. The Vendor shall comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 5103, et seq., for the Scope of Work.

3. Metro Transit reserves the right to remove or have individuals removed from Metro Transit's owned or leased properties who are under suspicion of being, or who are, under the influence of alcohol or controlled or other substances.

AWARD OF BID/QUOTE

The resultant bid/quote will be awarded as a fixed price contract to the lowest responsive, responsible bidder whose Technical Proposal conforms to this solicitation, is considered acceptable by Metro Transit and will be most advantageous to Metro Transit according to the criteria outlined herein.

1. No subcontracting or assignment of any of the work under this bid/quote will be allowed without Metro Transit's express written consent which will be granted at Metro Transit's sole and absolute discretion.
2. Responsiveness will be determined on the basis of the Vendor's adherence to all specifications and other Technical Proposal requirements. Such determination shall be made after each Quote/Bid opening and proper analysis and verification by Metro Transit.
3. Responsibility is determined by the Vendor's technical, past performance, reputation, financial capabilities, and any other criteria outlined in the solicitation or designated by Metro Transit to ascertain the capability to perform required services.
4. Metro Transit reserves the right to request additional information or clarifications from any or all vendors in order to determine compliance with minimum qualifications and/or responsibility.
5. In its sole and absolute discretion, Metro Transit reserves the right to cancel or modify this solicitation or to not award a contract.

RECORD KEEPING

The Vendor should keep detailed; written records of all work performed. A copy of this report shall be sent to the Metro Facilities Manager, throughout the duration of the work. Contact information will be provided at the time of the award of the contract or issue a Purchase Order.

PAYMENT

Invoices shall be submitted, in accordance with the proposed unit pricing. Invoices shall be submitted at least on a monthly, (preferably by e-mail or fax) to: RMTA of Omaha, ATTN: Accounts Payable – TRAILER MOUNTED PORTABLE AIR COMPRESSOR, Tel: (402) 342-0949, email AccountsPayable@ometro.com, 2222 Cuming Street, Omaha NE, 68102-4328.

1. Metro Transit will pay the Vendor, as invoice for Skid Steer Loader, in accordance with the applicable quoted unit price. ***Exhibit B, Pricing Schedule/Company Information***.

2. Metro Transit reserves the right to request any, and all proof of services rendered Metro Transit will conduct inspection of the equipment to ensure that the installation or delivery of the Skid Steer Loader is conducted in accordance with the specifications.

3. The quote price shall be all-inclusive and shall include in the hourly rate all profit, overhead costs, administrative costs, labor costs, materials costs, equipment costs, travel time and insurance required in providing the scope of service specified herein. **Metro will not accept any additional costs associated in providing the specified service other than those provided for in the proposal.**

INSURANCE REQUIREMENTS

The Vendor shall maintain insurance in accordance with the attached requirements throughout the duration of a resultant contract. Proof of insurance will be required prior to award.

The Vendor(s) 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**

  $1,000,000 General Aggregate Limit
  $500,000 Products/Completed Work Limit $500,000 Each Occurrence Limit

  $300,000 Fire Damage Limit (any one fire)
  $5,000 Medical Payments Limit (any one person).

B. Garage Keepers Liability (Optional)

$1,000,000 General Aggregate Limit $500,000 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) - $500,000 Each Occurrence Limit - $500,000 General Aggregate Limit - $500,000

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.

GENERAL REQUIREMENTS

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

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

1. Until any defects in performance have been satisfactorily corrected.

2. In the event the successful respondent(s) is in breach of this contract in any manner,

3. 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.

Exhibits:

Exhibit "A" to the General Conditions, Receipt of Federal Clauses

Exhibit "B" to the General Conditions, Pricing Schedule/Company Information

Exhibit "C" Request for Clarification or Substitution

Exhibit "D" Acknowledgement of Addendum

Exhibit "E" to the General Conditions, Debarment and Suspension Certification for Prospective Contractor.

Exhibit "F" Conflict of Interest Disclosure Statement

Exhibit "G" Federal Tax Liability and Recent Felony Convictions Certification

Exhibit "H" Non-Collusion Affidavit

Bidders List Data Form

Exhibit "C" Request for Clarification or Substitution must be submitted on November 4, 2026.

Submission Requirements and Instructions:

Quotes are due on or before 2:00 pm, Central Time November 16, 2026., and must include ALL of the following as a part of your quote:

____Exhibit "A" to the General Conditions, Receipt of Federal Clauses

____Exhibit "B" to the General Conditions, Pricing Schedule/Company Information

____Exhibit "C" Request for Clarification or Substitution

____Exhibit "D" Acknowledgement of Addendum

____Exhibit "E" to the General Conditions, Debarment and Suspension Certification for Prospective Contractor.

____Exhibit "F" Conflict of Interest Disclosure Statement

____Exhibit "G" Federal Tax Liability and Recent Felony Convictions Certification

____Exhibit "H" Non-Collusion Affidavit

____Bidders List Data Form

1. Double check:
   a. Dates
   b. Quantity and/or monetary values
   c. Signatures

2. Metro prefers your quote to be submitted electronically to procurement@ometro.com. If you are not able to submit via email you can:

   a. Mail it to the Procurement and Contracts Manager at 2222 Cuming Street, Omaha, NE 68102
   b. Fax it to (402) 342-0949
   c. Hand deliver to 2222 Cuming Street, Omaha, NE, 68102
   d. Due Date (regardless of submission method): on or before November 16, 2026, 2:00 pm, Central Time.

3. Confirm Metro's receipt by contacting the Procurement and Contracts Manager at procurement@ometro.com or (402) 341-7560, Ext: 2272.

1.1 Responses to RFQ.

1.1.1 Responsive Quote.

(a) The Authority will evaluate only those Quotes which are received by the Authority or as extended by Addendum. Each Applicant shall submit 1 electronic copy of a quote, addressed as follows:

Procurement and Contracts Manager
16-26: Trailer Mounted Portable Air Compressor
The Regional Metropolitan Transit Authority of Omaha
Metro Transit
2222 Cuming Street
Omaha, Nebraska 68102-4392

Or
Email: procurement@ometro.com

Quotes become the property of the Authority.

(b) The Authority reserves the right in its discretion: to amend the RFQ at any time prior to the Proposal deadline by Addendum; to reject all Quotes; to waive minor irregularities contained in any quote; to rely upon any information obtained through its own investigation of the Applicant or its Quote or that of any department, agency or any other appropriate governmental entity; and to withdraw the RFQ at any time, including after the Proposal deadline, without the award of a Contract.

(c) An Addendum to this RFQ shall be forwarded only to those Persons who have requested a copy of this RFQ in writing and who have provided an address, telefax or similar means of communication for such purposes to the Authority pursuant to this RFQ. Any Person who may have received a copy of this RFQ from the Authority or other sources without a written request to the Authority for the same must comply with this requirement. The Authority shall not be responsible should any Person failure to receive such Addendum or notice.

(d) Quote may be withdrawn or modified by Applicant upon written request referencing the appropriate Project and Specification numbers addressed to the Procurement and Contracts Manager prior to the Quote deadline. Whenever sealed Quotes have been required, modifications shall also be sealed and shall be submitted to the Procurement and Contracts Manager, clearly marked "MODIFICATION TO SEALED QUOTE". Modifications will be accepted and considered only if received prior to the Quote deadline. All modifications shall clearly identify how and to what extent the Quote is being modified. Where appropriate, the required number of copies of substitute forms, documentation and other materials shall be included with the modification. Sealed Quotes that are withdrawn shall be returned unopened by the Authority.

(e) The Authority may request additional or clarifying information from an Applicant at any time. If only one Quote for the Work is received, a detailed cost proposal may be requested of the single Applicant. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal to determine a fair and reasonable price. All responses from Applicant shall be in writing.

(f) Sales taxes shall not be included in the price for any Proposal.

(g) Not used

(h) No Quote shall be considered compliant or responsive unless it materially complies with the RFQ in its entirety, completely and accurately responds to all parts of the RFQ and includes all information requested. Without limitation to the

generality of the preceding sentence or any other provision of this RFQ, a Quote may be found not to be compliant or responsive if Applicant:

- Misrepresents any material fact.
- Attempts to evade any material provision or requirement of this RFQ.
- Fails to timely submit a duly authorized and executed Quote.
- Submits a conditional Quote, or a Quote that takes exception to the Specifications, the RFQ or any other Contract Document.
- Fails to adequately demonstrate its ability to perform or timely perform the Project and the Work in compliance with the Contract.
- Fails to fully execute or complete any forms, schedules or exhibits required by this RFQ to be executed or completed.
- Otherwise fails to comply with any material provision or condition of this RFQ.

1.1.2 Requests/Specified Parts and "Approved Equals".

(a) This RFQ shall be the Authority's official Request for Competitive Quote. No change can be made to this RFQ except in writing in the form of an Addendum signed by the Procurement and Contracts Manager, in which event notice shall be provided to those Persons identified, and as set forth, in this RFQ. Other than a request for the RFQ, no inquiry concerning the RFQ shall be made except for clarification. All such requests must be made in writing on the form required and reference the Project and Specification numbers. Requests for clarification shall include an explanation detailing why clarification is necessary. All requests must be received by the Authority by the deadline specified in this RFQ or as extended by Addendum.

(c) All requests to the Authority made under this Section 1.1.2 should be addressed as follows:

Procurement and Contracts Manager
16-26: Trailer Mounted Portable Air Compressor
The Regional Metropolitan Transit Authority of Omaha
2222 Cuming Street
Omaha, Nebraska 68102-4392
Or
Email: procurement@ometro.com

(d) The Authority shall respond to all requests in writing in the form of an Addendum prior to the Proposal deadline. Copies of the response in the form of an Addendum shall be sent to all Persons complying with the RFQ. The Authority shall not be responsible should any such Person fail to receive such Addendum.

(e) The Authority shall not be obligated to extend the Proposal deadline in the event of an approved request for clarification, substitutes or proposed equal, but may do so in its absolute discretion.

(f) The Authority may reject any request for a substitute or qualified equal made by any Contractor following the award of the Contract, in its absolute discretion.

1.1.3 Protests.

(a) Protests made in connection with this RFQ shall be made in writing received by the Procurement and Contracts Manager no later than the Quote deadline. Protests 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 Chief Executive Officer 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 therefor, fully supported by all current, relevant objective information, documentation or support considered necessary by the Applicant that is completely accurate in all material respects.

(b) Appeals from the award of a Contract must be made in writing received by the Chief Executive Officer of the Authority not 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 the Authority, copies of which may be obtained from the Chief Executive Officer of the Authority. All appeals shall be concise, direct and sufficient to permit the Authority to determine the full and complete basis therefor, fully supported by all current, relevant objective information, documentation or support considered necessary by the Applicant that is completely accurate in all material respects. Procedures for appeals from any such decision are set forth in the Authority's protest procedures.

(c) The filing or approval of any protest or appeal may result in the extension of the Quote deadline, the issuance of an Addendum, the withdrawal of the RFQ or the reconsideration of any award of a Contract, in the sole discretion of the Authority.

(d) 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 Chief Executive Officer.

(e) For information purposes only, each Applicant should understand that the 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) working days of the date the Applicant knew or should have known of the violation.

1.2 Applicant's Identification.

1.2.1 Responsible Individuals. Whenever the identification of any individual is required by this RFQ, Applicant shall provide full and complete identification, including the individual's:

full name; current address; date of birth; social security number; the full nature and extent of the individual's interest, affiliation, capacity or other relationship with Applicant; the individual's anticipated responsibilities, obligations, liabilities in connection with the Work, the Proposal or the Contract.

1.2.2 Other Responsible Persons. Whenever the identification of any Person, other than an individual, is required by this RFQ, the Applicant shall provide full and complete identification, including the Person's: full name and current address; date and place of organization; employer identification number; documentation evidencing organization and authorization to do business in Nebraska; and its anticipated responsibilities, obligations and liabilities in connection with the Work, the Proposal or the Contract.

1.2.3 Applicant Identity. Applicant shall identify itself, and all Persons who will act, directly or indirectly, as a Subcontractor in connection with the Work, the Proposal or the Contract. No Subcontractor shall be permitted to perform under the Contract without approval from the Authority, unless so identified.

1.2.4 Continued Identity. Applicant shall, in the form of written supplements to its Proposal addressed to the Authority Administrator, keep continuously current through the award of the Contract all information provided pursuant to Section 1.2 of this RFQ, including Sections 1.2.1 and 1.2.2.

1.2.5 Designated Recipient of Notice. Applicant shall designate a Person to receive copies of any correspondence, approvals or notice contemplated by the Contract from the Authority. Identification shall include a telephone number, address, telefax number, hours of business and any other information appropriate to enable the Authority to provide any notice.

1.2.6 Designated Authorized Representative. Applicant shall identify the individual(s) who shall have authority to bind the Applicant/Contractor in any matter related to the Proposal, Contract or Work.

1.3 Termination.

1.3.1 Termination for Convenience by Authority.

(a) Any Contract, or any part thereof, awarded by the Authority pursuant to this RFQ 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 1.3, Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section 1.3.1(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.

(b) In the event of termination for convenience pursuant to Section 1.3.1, 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 1.3.1(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.

1.3.2 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. Nothing in this Section 1.3.2 shall be construed to apply to any such suspension, delay or interruption caused by an event of force majeure (as defined by the Contract Documents). 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 under Section 1.3.1.

1.3.3 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) Except as provided in Section 1.3.3(b)(i), the 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.

(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) Contractor causes or permits any repudiation, lapse or cancellation of performance or other security required by Section 1.1.4.

(vii) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section 1.3.3.

Termination under this Section 1.3.3(b) shall be effective as of the expiration of the period so specified without the necessity of further action by the Authority.

1.3.4 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 and Section 1.3.1 shall apply.

1.3.5 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.

1.3.6 Contractor's Right to Terminate. Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section 1.3.6. 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.

1.3.7 Waiver of Contractor's Other Remedies. Except as provided in Section 1.3.3(b), 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.

1.3.8 Dispute. Continuing Performance. In the event of any dispute between Authority and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section 1.3.8. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha, Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Authority or Contractor set forth in this Section 1.3 to terminate the Contract. In addition to the specific rights of termination and suspension as set forth in Section 1.3, Authority and Contractor shall have also available the remedy of specific performance to enforce this Section 1.3.8, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section 1.3.8.

1.4 Warranties of the Parties.

1.4.1 Warranties of Applicant/Contractor. In addition to those representations and warranties set forth in the Specifications, or otherwise made in or required by the Contract, for purposes of its Proposal and the Contract, if awarded to Applicant, Applicant hereby warrants and represents that:

(a) It is duly organized and existing under and by virtue of the laws of the state of its organization and has the power and authority to own its properties and to carry on the business as presently conducted and as represented and to do business in the State of Nebraska.

(b) It has all requisite corporate power and authority to execute, deliver and perform the Proposal and Contract; the Proposal and the Contract have been duly authorized, executed and delivered, and as such, constitute its valid and binding obligation, enforceable in accordance with its terms and conditions.

(c) Performance of the Contract will not violate, or be in conflict with, or result in a material breach of, or constitute a default under, any material agreement, order, judgment, or decree to which it is a party or by which it is bound.

(d) It has examined or is familiar with all current Laws and shall undertake its performance under the Contract in conformity with the same.

(e) The representations made in the Contract, including the Certifications made in its Proposal are true, accurate and complete in all respects.

(f) To the best of its knowledge, after due and diligent inquiry, no elected official of the Authority of Omaha, and no member of the Board of Directors of the Authority nor any the Authority's officers or employees is employed by, or has a financial interest, direct or indirect, in the Contract, the Applicant, the Contractor or any Subcontractors.

(g) It shall execute and deliver all such other and additional instruments and documents and to do such other acts and things as may be reasonably necessary more fully to effectuate the Work and the Contract. Without limitation to any of the foregoing, all warranties required by the Contract or otherwise applicable to the Work shall be assignable to the Authority upon the completion of the Work or any termination of the Contract.

(h) In its performance of the Work, Contractor, including its Subcontractors shall use the standard of professional ethics and the degree of skill, care and diligence normally employed by professionals and trades performing the same or similar Work (collectively, the "Standard"). Except as expressly limited by the Specifications, all Work to be furnished under the Contract shall be of highest quality and new, free from faults and defects, suitable for the Authority's purposes and in conformity with the Contract. Any other Work shall be considered defective. Without prejudice to any other recourse available to the Authority, Contractor will re-perform and otherwise remedy any defective Work, including any Work not meeting the Standard without additional compensation.

1.4.2 Warranties of Authority. The Authority makes no representation of any nature to the Applicant, other than that the information provided in this RFQ is true and accurate to the best of its knowledge at the time of its writing.

1.5 Miscellaneous Matters.

1.5.1 Severability. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract, nor shall the invalidity or unenforceability of a portion of any provision of the Contract affect the

validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect, provided however, if in the sole opinion of Authority, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect Authority's rights under the Contract, the Authority may terminate the Contract as set forth in Section 1.3.1(a).

1.5.2 Time is of Essence in this Agreement. Whenever the Contract shall set forth any time for any action to be performed by or on behalf of the Contractor, time shall be deemed of the essence and as such shall be deemed a material provision of the Contract.

1.5.3 Complete Agreement. The Contract constitutes the entire agreement between the Authority and Contractor and supersedes any other agreement or understanding between them. Should the Authority determine that any material provision of the Contract is adversely affected by the subsequent action of the state or federal government (as determined by the Authority in its sole and absolute discretion), the Authority shall have the right to modify the provisions of the Contract to such extent as may be necessary to carry out its original full intent and purpose, otherwise the Contract shall be not be amended or otherwise modified except as required by changes in Law, Sections 1.5.1 or by written mutual agreement of the Parties. All modifications shall be effected by Authority only as permitted by its internal control provisions, which shall be made available from the Procurement and Contracts Manager. Any amendments or modifications to this Agreement shall be binding upon Contractor's guarantor or surety without notice.

1.5.4 Governing Law. The Contract shall be governed by and construed in accordance with the Laws.

1.5.5 Venue. With respect to any claim of any Person arising out of the Contract (i) each Party irrevocably submits to the exclusive jurisdiction of the federal courts located in Douglas County in the State of Nebraska (unless such federal courts lack subject matter jurisdiction, in which case each Party irrevocably submits to the exclusive jurisdiction of the State courts located in Douglas County in the State of Nebraska), and (ii) each Party irrevocably waives any objection which it may have at any time to the venue of any suit, action or proceeding arising out of or relating to the Contract brought in any such courts and irrevocably waives any claim that such suit, action or proceeding is brought in an inconvenient forum, and further irrevocably waives the right to object, with respect to such claim, suit or proceeding brought in any such court, that such court does not have jurisdiction over such Party.

1.5.6 Assignment. Neither the Contract nor any of Contractor's rights, privileges, liabilities or obligations under the Contract may be assigned, subcontracted (other than to Subcontractors identified in the Proposal) or transferred by Contractor without the prior written consent of the Authority, which may be withheld in its discretion.

1.5.7 Survival. All waivers, representations, warranties, indemnities, limitations and remedies provided for in the Contract shall survive the expiration or termination of the Contract.

1.5.8 Notice. Unless otherwise expressly provided in the Contract Documents, any request, protest, notice, response, or approval, required or contemplated by the RFQ or the Contract, shall be considered sufficient only if made in writing and hand-delivered or sent by telephone facsimile or certified or registered mail, postage prepaid to the Person designated below, addressed as follows:

(a) To the Authority:

The Regional Metropolitan Transit Authority of Omaha
Metro Transit
Procurement and Contracts Manager
2222 Cuming Street
Omaha, NE 68102

(b) To the Contractor:

That Person identified in the Proposal for such purposes.

Either party may designate a different Person or address by providing notice of the change to the other.

1.5.9 Requests/Approvals/Consents. Whether or not otherwise so specified in the Contract, all requests and any required consents, notices and approvals shall not be valid unless made in writing.

1.5.10 Headings. The descriptive headings of the Contract are used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

1.5.11 Relationship of Parties. Nothing in the Contract shall be deemed or construed to create a joint venture, agency or any other relationship by or between the Authority and Contractor other than that of an independent contractor.

1.5.12 Indemnity. For purposes of this Section 1.5.12, “damages” shall mean any and all damages, loss or injury of whatsoever nature, including all claims, demands, suits, proceedings, judgments, recoveries (including any payments by Authority in respect to the foregoing pursuant to a court judgment or good faith settlement by Authority) any fine, penalty, liability, loss, any direct, special, incidental or consequential damages, any damage or injury to Person (including death or bodily injury) or property and causes of action made, asserted, sought or obtained by any private or public third Person from or against, or otherwise sustained by, Authority (including Authority's contractors, employees, licensees, officers, elected or appointed officials and all sums reasonably expended by the Authority for attorney fees in asserting or defending against such damages) whether under theories of breach of contract, tort, negligence, or otherwise. Contractor shall bear sole responsibility and be liable for, and shall hold the Authority harmless and indemnify it from and against, all damages resulting or arising from or out of or in connection with (a) Contractor’s operations, including as a result of any act, error or omission of (b) Contractor’s and its Subcontractor's (including their respective agents, employees or assigns), performance, non-performance or wrongful performance of or

under the Contract or undertaken or made pursuant to the authority of the Contract, (c) any misrepresentation made by Contractor in the Contract Documents, and (d) the breach or default of any warranty. The Authority shall have the right to defend itself (or join in the defense at the cost of Contractor) from and against such liabilities and damages, unless Contractor fails to promptly or competently undertake defense on behalf of the Authority as required.

1.5.13 Contractor's Books and Records. Contractor shall maintain complete and accurate accounting records in accordance with generally accepted accounting practices in connection with all matters related to the Contract and the Work, including to substantiate charges on each invoice. Contractor shall also retain all such records, books, correspondence, instructions, drawings, receipts, subcontracts, agreements, commitments, purchase orders, memoranda, and other data relating to the Contract or the Work normally maintained as part of its established business operations and as may be required by Law. Contractor will permit the Authority and its representatives, at all reasonable times and as otherwise required by the Laws, access to all offices and other facilities and to all such records, to make such reasonable inspections as they may require and will cause its officers promptly to furnish them with such financial and operating data and other information with respect to the business and properties of Contractor relating to the Contract or the Work. Contractor shall preserve all such records for a period required by Law, but in no event less than five (5) years following final payment under the Contract.

1.5.14 Change in Work. Authority shall have the right to request Contractor to make reasonable changes to the Work ("Work Change"). Contractor shall consent to make such requested Work Changes, provided that Contractor is technically capable of making such Work Changes, and further provided that: (a) such Work Changes do not materially, individually, or cumulatively increase Contractor's expenses in providing the Work, or (b) if such Work Changes materially increase Contractor's expenses in providing such Work, Contractor agrees to bear the cost for the Work Changes at standard rates in accordance with the Contract Documents.

1.5.15 Specific Performance. Each of the Parties recognizes and affirms that in the event of breach by any of them of any of the provisions of this Contract, money damages alone would be inadequate and no adequate remedy at law would exist. Accordingly, each of the Parties agrees that the Authority shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of the Contractor under this Contract not only by action or actions for damages, but also by an action or actions for specific performance, injunction and/or other equitable relief in order to enforce or prevent any violations of the provisions of the Contract. In accordance with the above, Contractor waives any claim or defense that the Authority has or may have an adequate remedy at law.

FEDERAL CLAUSES FOR PROCUREMENT MATERIALS AND SUPPLIES

The following clauses shall be incorporated into any contract which results from this RFQ. These clauses are required by Federal regulations and are not subject to change or negotiations.

1. 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.

2.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 as a 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.

3.Access to Records

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

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

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

FTA does not require the inclusion of these requirements in subcontracts.

4.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.

5. Civil Rights

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

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

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

5.1 Nondiscrimination

5.1.1. Nondiscrimination in Employment. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d et seq., 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, as amended, 42 U.S.C. § 12132, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor shall prohibit discrimination against any employee or applicant for employment because of race, color, national origin, disability, sex, sexual orientation, gender identity, or age. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

5.1.2 Contractor shall follow: (a) the most recent edition of FTA Circular 4702.1, "Title VI requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. Department of Justice, "Guidelines for enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. §50.3; and (c) all other applicable federal laws, regulations, requirements, orders, or guidance that may be issued during the term of this Contract.

5.2.2 Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623, U.S. Equal Employment Opportunity Commission (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 Laws 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 implementation requirements FTA may issue.

5.2.3 Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 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 Laws 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 the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disability Act," 29 C.F.R. Part 1630, and any implementing requirements FTA may issue.

5.3 ADA Access Requirements.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112 and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C §794, Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations. "Transportation Services for Individuals with Disabilities (ADA)." 49 C.F.R. Part 37; and U.S. Department of Transportation regulations. "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, Contractor agrees to comply with the requirements of 49 U.S.C. §5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right 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 transportation accessibility rights for elderly persons and persons with disabilities. These regulations also provide that no individual, solely by reason of a disability shall be excluded from participation in, or be denied the benefit of, or be subjected to discrimination under any program or activity included in or resulting from this Contract. The contractor also agrees to comply with any implementation requirements FTA may issue.

5.4 Equal Employment Opportunity for Construction Activities.

When undertaking "construction" as recognized by the U.S. Department of Labor (DOL), Contractor must comply with: (a) DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 C.F.R. Chapter 60; and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. §2000e note (30 Fed.

Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note.

Contractor shall include all requirements of this Section 6 in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

6.Disadvantaged Business Enterprise (DBE)

6.1 This Contract is subject to the requirements of 49 CFR Part 26. METRO's overall goal for DBE participation is available on its website. METRO has not set a separate DBE contract goal for this FTA federally assisted contract. On prime contracts exceeding $100,000 not having DBE contract goals, Metro will encourage the prime contractor to provide subcontracting opportunities of a size that small business concerns, including DBEs, could reasonably perform, rather than self-performing all the work. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small business enterprises (SBEs)/DBE participation, even when the prime contractor might have the ability and otherwise prefer to perform these work items with its own forces.

6.1.1 Metro encourages prime contractors on DOT-assisted contracts to investigate to the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to use these institutions.

6.2 The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this DOT-assisted contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments.

(2) Assessing sanctions.

(3) Liquidate damage; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

6.3 Prompt Payment.

6.3.1 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from Metro. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following the written approval of Metro. This clause applies to both DBE and non-DBE subcontractors.

6.3.2 The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following the written approval of Metro.

6.4 Good Faith Efforts. During the term of this Contract, the Contractor shall continue to make good faith efforts to ensure that DBE subcontractors have the maximum opportunity to successfully perform under this Contract and ensure that the Contractor meets its DBE participation goal commitment as set forth in its Project bid documents. Such efforts shall include, without limitation, the following:

6.4.1 Substitution. If the DBE firm fails to complete its work for any reason, the Contractor shall make a written request to Metro for substitution of the original DBE firm set forth in its bid. Upon receipt of METRO's written consent for substitution of the original DBE firm, the Contractor shall exert good faith efforts to replace the DBE firm.

6.4.2 Termination. The contractor shall not terminate for convenience any DBE firm set forth in its Project bid documents and then perform the DBE's Work itself or with its affiliates without prior written consent of Metro.

6.5 Any and all contracts Contractor executes with third-party contractor(s) or subcontractor(s) in the performance of this Contract 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.

7. 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 4220.1G, January 17, 2025, 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.

8. Government-Wide Debarment and Suspension

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

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

The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

9. Dispute / Continuing Performance

In the event of any dispute between Authority and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the

Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Authority or Contractor set forth in this Section to terminate the Contract. In addition to the specific rights of termination and suspension as set forth, Authority and Contractor shall have also available the remedy of specific performance, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section.

10. 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.

11. Recycled Products (EPA Selected Items over $10,000)

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.

12. 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.

13. 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.

14. 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.

15. New Employee Work Eligibility Status

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.

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.

16. Special Provision – Text Messaging While Driving

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

a. Definitions - As used in this Special Provision:

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

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

b. Safety - The Grantee is encouraged to:

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

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

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

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

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

17. Prohibition on certain telecommunications, video surveillance or equipment.

Contractor is prohibited from obligating or expending grant funds to: (a) Procure or obtain, (b) Extend or renew a contract or procure or obtain; or (c) enter into a contract (to extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; (d) Contractor shall not provide covered telecommunications equipment or services in the performance of this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment deemed to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons, Section 1.50002 of the Federal Communication Commission's rules directs the Public Safety and Homeland Security Bureau to publish a list of covered telecommunications equipment and services (Covered List) maintained on the Commissions website: https://www.fcc.gov/supplychain/coveredlist; (e) Telecommunications or video surveillance services provided by such entities or using such equipment; and (f) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense,

in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

18. Contract Work Hours and Safety Standards Act.

Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702 and 3704, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, 40 U.S.C.§ 3702 et seq., and DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction and provide that no laborer on mechanic must be required to work in surroundings. These requirements do not apply to the purchases of supplies or materials, articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Any records maintained under this section shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

19. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in sever forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
(b) Procure a commercial sex act during the period of time that the Receipient's Award is in effect; or
(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

20. Notice of FTA and U.S. DOT Inspector General of Information related to fraud, waste, abuse, or other legal matters.

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify Metro, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 7. Contractor must include an equivalent provision in its subcontracts at every tier, for any contract that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the award, the accompanying underlying Agreement between the FTA and Metro, and any

Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify Metro, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 7, if Contractor has knowledge of potential fraud, waste, or abuse occurring on the Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. §3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Such notification occurs whether the Project is subject to this Contract or another contract with Metro involving a principal, officer, employee, agent, or third party of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

21. No Prohibited Interest/Conflict of Interest

No board member, officer, or employee or agent of Metro or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

Contractor represents to Metro that to the best of Contractor's knowledge after due and diligent investigation and inquiry, there exists no conflict of interest or other prohibited interest (in either case as contemplated by any Governmental Requirement) that exists or will arise or result from, out of, or in connection with the award of the Contract to Contractor or Contractor's execution and performance under and in respect of the Contract.

Contractor also represents that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to Metro in respect of Contractor's performance of the Work or otherwise under or in respect of the Contract or that would impair Contractor's objectivity.

22. Safe Operation Vehicles

Seat Belt Use. Contractor understands and acknowledges that it is encouraged to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (i) adopting and promoting on-the-job seat belt use policies and programs for our employees and other personnel that operate company-owned vehicles, company-rented vehicles, or

personally operated vehicles; and (ii) including a “Seat Belt Use” provision in each third party agreement related to this Agreement.

Distracted Driving, Including 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. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving, Contractor understands and acknowledges that it is encouraged to: (i) 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 us, and driving a vehicle the driver owns or rents, a vehicle the we own, lease, or rent, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of Metro under this Contract; (ii) conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractor agrees to include the preceding “Distracted Driving, Including Text Messaging While Driving” provision in all third-party or subcontractor contracts related to this Contract.

26. Cargo Preference (If Shipper via ocean going vessel)

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.

23. Federal Tax Liability and Recent Felony Convictions

The contractor certifies that it:

(a) Does not have unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law withing the proceeding 24 months.

24. 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.

EXHIBIT A
RECEIPT OF FEDERAL CLAUSES

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

I have reviewed the attached Federal Clauses for Procurement of Materials and Supplies in conjunction with Metro Transit's procurement of **Spec No.: 16-26 Trailer Mounted Portable Air Compressor** for which_____has provided qualifications for consideration and
(Company Name)
hereby affirm that _____shall conform to and abide by
(Company Name)
all aforementioned requirements as set forth and any amendments thereto.

Authorized Representative

Title

Company Name

Date

EXHIBIT B
PRICING SCHEDULE/COMPANY INFORMATION

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**
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	Unit Price	Total Price
1	**Portable Air Compressor mounted on Trailer including:** Delivery, shipping, handling fees, Training and documentation, and manufacturer standard warranty	$	$
	TOTAL	$	$

_____

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**

EXHIBIT C
Request for Clarification or Substitution

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

Request for Clarifications/Substitutions

Project Title: _____ Date: _____

Company Name: _____ Page No: _____
Document Reference (check one):

General Requirements: _____

Specifications: _____

Section Number: _____

Section Title: _____

BIDDER'S REQUEST:

METRO TRANSIT RESPONSE:

Approved _____ Denied _____

Metro Comments:

_____

Metro Authorized Signature Date of Response
Procurement and Contracts Manager
Metro Transit, 2222 Cuming Street, Omaha, NE 68102 or Email: procurement@ometro.com

This form must be submitted on November 4, 2026.

EXHIBIT D
ACKNOWLEDGMENT OF ADDENDUM

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

In submitting this Quote, 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 the RFQ package.

EXHIBIT E
DEBARMENT AND SUSPENSION CERTIFICATION FOR PROSPECTIVE CONTRACTOR

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

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

Choose one alternative:

□ The Bidder/Vendor, _____ certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Quote been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Quote had one or more public transactions (federal, state or local) terminated for cause or default. OR

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

Executed in:

_____

Name

_____

Authorized Signature

EXHIBIT F
CONFLICT OF INTEREST DISCLOSURE STATEMENT

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

As the Contractor's project manager or approved representative, I, _____ hereby certify that: I am familiar with the attached conflict of interest guidance and the conflict of interest laws including, but not limited to, 49 CFR 18.36, 48 Fed Reg. 34263, 40 CFR 1506 and Nebraska Rev. Stat. §§49-1401 to 1444 and 49-1493 to 14,104.

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

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

☐ Real conflicts of interest or the potential for conflicts of interest exist. Furthermore, I certify that I have reviewed the proposed scope of work and project area and to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons that are no financial or other interests in the outcome of the project, including but not limited to work associated with the Trailer Mounted Portable Air Compressor unless described and noted on the attached.

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

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

I recognize that a conflict of interest disclosure is an ongoing obligation. Should I or my organization become aware of any actual or potential conflicts of interest during the performance of this contract, I or my organization will advise Metro Transit and propose mitigation or explain why none is needed. Conflicts of interest or the failure to disclose conflicts, real or potential, may preclude award of a contract or termination of a contract for cause.

Signature:_____

Printed Name:_____ Organization:_____

Title:_____ Date:_____

EXHIBIT F- (cont.)
CONFLICT OF INTEREST DISCLOSURE STATEMENT

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

REAL OR POTENTIAL CONFLICT DESCRIPTION:

CONFLICT OF INTEREST DISCLOSURE FORM

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

Section 1 – Contractor Officer or Employee COI

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

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

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

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

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

Section 3 – Real Estate COI

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

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

Section 4 – Outcome of Project bias/Objectivity

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

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

Section 5 – Unfair Competitive Advantage

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

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

Section 6 – Supplemental

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

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

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

Section 7 – Mitigation Plan

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

Signature: _____

Printed Name: _____

Organization: _____

Title: _____

Date: _____

EXHIBIT G
FEDERAL TAX LIABILITY & RECENT FELONY CONVICTIONS CERTIFICATION

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

The undersigned Offeror certifies, to the best of his or her knowledge and belief, that:

1. It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

The Offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

EXHIBIT H
NON-COLLUSION AFFIDAVIT

Project: TRAILER MOUNTED PORTABLE AIR COMPRESSOR **Date _____**
Project No. **Specification No. 16-26**

This affidavit is to be filled out and executed by the Vendor/Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked “Name of Affiant.” The affiant’s capacity, when a partner or officer of a corporation, should be inserted on the line marked “Capacity.” The representative of the Bidder should sign his or

her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

– State of _____ , County of _____

I, _____, being first duly sworn, do hereby state that

(Name of Affiant)

I am _____ of _____

(Capacity) (Name of Firm, Partnership or Corporation)

whose business is and who resides at _____

and that _____

(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

_____ _____

Signature of Affiant Date

Sworn to before me this_____ day of _____, 20____.

– S e a l -

Notary Public My Commission Expires

Regional Metropolitan Transit Authority of Omaha
dba METRO

BIDDERS LIST DATA FORM

METRO is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. The information provided on this Bidders List Data Form will be used to determine the relative availability of Disadvantaged Business Enterprises (DBEs) 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 provide the following information:**

1. Business Name:

2. Business Address:_____
   **Address must include ZIP code* _____

3. Contact Person: _____

   Title: _____

4. Phone: _____

5. Fax: _____

6. Email Address: _____

7. Age of Business: _____
   Years, Months

8. SAM #:_____

9. Business Annual Gross Receipts

   Annual gross receipts, as defined in 13 CFR 121.104, equals "total income" plus "cost of goods sold".

   ___Less than $1 million
   ___$1-3 million
   $3-6 million
   ___$6-10 million
   ___More than $10 million

10. Do the affiliated annual gross receipts, averaged over the previous three fiscal years, exceed $30.72 million for this business? ___Yes ___No

11. Is this business a small business, as defined by the U.S. Small Business Administration? Yes ___No

12. Will the business subcontract any work, service, and/or materials? ___Yes* ___No

    **If yes, all subcontractor(s) must complete their own Bidders List Data Form.*

Regional Metropolitan Transit Authority of Omaha
dba METRO

BIDDERS LIST DATA FORM

13. Is this business a certified DBE under Nebraska's Department of Transportation (NDOT) Unified Certification Program (UCP)? _____Yes _____No

14. Provide all NAICS codes applicable to each scope of work you seek to perform in this bid: _____

15. For certified DBEs under the NDOT UCP, is/are the NAICS code(s) above the NAICS code(s) under which you are certified as a DBE? _____ Yes _____ No

16. What ethnicity is the majority owner of the business?
More than one ethnicity may be selected.

_____ Black American
_____ Asian-Pacific American
_____ Native American
_____ Hispanic American
Subcontinent-Asian American
_____ Non-Minority

17. Is the majority owner of the business a woman? _____Yes _____No

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

Authorized Signature:

Printed Name: _____

Title: _____

Date: _____

Submit the completed form(s) with your bid, proposal, or quote.

Page 2 of 2