



**REQUEST FOR PROPOSALS**

**For**

**TRANSIT VEHICLE PROVIDER**

*RFP Opening*

Tuesday, October 12, 2021 @ 4:00 pm  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street  
Grand Island, NE 68801

**TRANSIT DIVISION  
DEPARTMENT OF PUBLIC WORKS  
GRAND ISLAND, NEBRASKA**

**AUGUST 2021**



## ADVERTISEMENT

### REQUEST FOR PROPOSALS

#### PROVIDER OF FULL SIZE LOW FLOOR CONVERSION VANS FOR THE CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be received by the **City Clerk's Office**, 100 E. First Street, Grand Island, Nebraska 68801 until **4:00 P.M. (local time) on Tuesday, October 12, 2021** for **Transit Vehicle Provider for the City of Grand Island, Nebraska**. Proposals received after the specified time will be retained unopened until after award. Proposals must be based on the City's Request for Proposals.

The Request for Proposals solicitation package may be downloaded from the Quest CDN website, [www.QuestCDN.com](http://www.QuestCDN.com) for a thirty dollar (\$30) fee. Alternatively, documents for use in preparing proposals are available at City of Grand Island Public Works Transit Division, 1016 Diers Avenue Suite 119, Grand Island, Nebraska, 68803. Proposals must be uploaded to the Quest CDN website or received at the City Clerk's Office before the specified time to be considered.

Proposals shall include, but are not limited to:

- **Proposal Form**
- **Qualification Package**
- **Additional Required Attachments**

The award winning proposal will be required to comply with the City's insurance requirements.

Proposals will be evaluated based upon potential compatibility with requirements as specified in the Request for Proposals, proposer's past experience in providing specified vehicles, total purchase price, and quality/completeness of the proposer's response to the Request for Proposals. Proposals shall remain firm for a period of ninety (90) days after the submittal due date. The City of Grand Island reserves the right to refuse any or all proposal(s), to waive technicalities, and to accept whichever proposal(s) that may be in the best interest of the City, at its sole discretion.

Contact Charley Falmlen, Transit Program Manager, by phone or email (308-646-6571) or [charleyf@grand-island.com](mailto:charleyf@grand-island.com) for any additional questions regarding the project.

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

**SECTION 504/ADA NOTICE TO THE PUBLIC**

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator  
308-389-0140  
100 East First Street, Grand Island, NE 68801  
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards, City Clerk



## REQUEST FOR PROPOSALS

### Transit Vehicle Provider For the City of Grand Island

#### A. BACKGROUND

The City of Grand Island, Nebraska is soliciting proposals from qualified agencies to provide rear lift, All Wheel Drive (AWD) transit vans for demand response public transit service in the urbanized area of Grand Island, Nebraska and the remainder of Hall County. It is the City of Grand Island's intent to enter into a three (3) year agreement with the selected contractor. The agreement resulting from this proposal may be renewed for two (2) additional years in one (1) year increments, culminating in the possibility of five (5) years total. The services provided with this proposal are to start on November 10, 2021.

The City will award an agreement to the most responsible and responsive proposer, based upon the evaluation of the City, and approval by City Council.

It is the intent of this proposal to select a vendor to provide a minimum of seven (7) and a maximum of twenty (20) AWD Transit Vans for the City of Grand Island. This Request for Proposal (RFP) does not commit the City to awarding an Agreement. Proposers shall bear all costs incurred in the preparation of the proposal and participating in the proposal process. The City reserves the right to withdraw the RFP at any time, reject any and all proposals, to waive technicalities, in its sole discretion to accept a proposal or proposals, and waive minor irregularities or negotiate changes to the proposals whenever such is determined to be in the best interest of the City. The City further reserves the right to seek new proposals when reasonable and in the best interest of the City.

**A1. Statement of Financial Assistance:** Funding for the City of Grand Island's public transit vehicles may include Federal Transit Administration 5307 funds and City funding. There are various clauses and requirements, as part of these funding programs.

#### B. SCOPE OF PROJECT

**B1. Vehicle Requirements:** All items proposed shall be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the rear lift AWD Transit van whether or not they may be specifically mentioned below.

Proposal must include a completed "Manufacturer's Minimum Specifications Worksheet" (See Appendix I) along with a manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs. All materials included with the proposal must be for the IDENTICAL items proposed or include an explanation of differences. If manufacturer's information necessary to show compliance with specifications is not attached to the proposal document, the Contractor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the proposal.

Preferred Floorplan provided as Appendix V to this RFP.

## **B2. Delivery:**

If the vehicle is obtainable within 120 driving miles of the CRANE Public Transit location, purchaser pick-up is allowed. The dealer shall deliver the vehicles to the following location if pick-up would be over 120 driving miles from said location:

### **CRANE Public Transit**

**1016 N. Diers Avenue Suite 119**

**Grand Island, Nebraska 68803**

- The vehicles shall not have more than 500 miles on the odometer at the time it is officially accepted.
- The vehicle shall be delivered ready for road use with a full tank of fuel, all wheels balanced, and the front end aligned.
- Pick-up/Delivery of the vehicles shall be scheduled with CRANE Public Transit Director of Compliance and Transit Relations (308-646-0069)
- Deliveries shall be Monday-Friday, 8:00 a.m. to 3:30 p.m. CST, excluding Holidays.
- The original manufacturer's statement of origin, a copy of the vehicle sticker, and a properly executed service and warranty policy shall be submitted with the delivery. Vehicles will not be accepted if all paperwork is not with the vehicle at the time of delivery.
- The dealer nameplates, decals, etc., shall not be affixed to the vehicles.
- Title shall be issued as follows: City of Grand Island
- The vehicles will be inspected upon delivery/pick-up.
- Payment shall not be made until inspection is completed and any defects have been repaired or corrected to the approval of the agency inspector.

**B3. Contractor Duties:** The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the City; they shall not be considered employees of the City and shall not be entitled to any compensation, rights or benefits from the City, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the City.

The City reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the City, in the contract with any Subcontractor engaged to perform work on this contract.

**B4. Fair Employment Practices:** Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

**B5. LB403:** Every proposer and their subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**B6. City Fiscal Year:** The City of Grand Island operates on a fiscal year beginning October 1 and ending on the following September 30. It is understood and agreed that any portion of the agreement to be awarded, which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

**B7. Title VI:** The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all submitters that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

**B8. Section 504/ADA Notice to the Public:** The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 Compliance Coordinator.

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100 East First Street, Grand Island, NE 68801  
Monday through Friday; 8:00 a.m. to 5:00 p.m.

**B9. Disadvantaged Business Enterprise** The City of Grand Island will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any agreement covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

The City has an established Disadvantaged Business Enterprise (DBE) Plan. In administering this Plan, the City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of this program with respect to individuals of a particular race, color, sex, or national origin.

No DBE goal has been set on the agreement for this Request for Proposals. However, Transit Vehicles are encouraged to submit qualifications for this Request for Proposals with DBE participation. DBE firms must be certified by NDOT in order to be counted as DBE participation.

**B10. Gratuities and Kickbacks:** City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

**B11. Buy America:** The cost of the components and subcomponents produced in the U.S. must be more than 70 percent of the total cost. Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663.

**B12. Bus Testing:** The Transit Vehicle Provider must assure compliance with applicable requirements of 49 SECTION 3: TYPES OF CONTRACTS FEDERAL TRANSIT ADMINISTRATION 52 U.S.C. § 5318, and FTA regulations, "Bus Testing," 49 C.F.R. part 665. Buses must achieve a passing score on eight performance measures in order to be eligible for FTA funding.

## C. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

**C1. Acceptance of Proposals:** The City of Grand Island reserves the right to accept or reject any or all proposals or to re-solicit proposals. The City of Grand Island reserves the right to reject an incomplete proposal or any proposal that contains irregularities of any kind. The City of Grand Island reserves the right to withdraw the Request for Proposals at any time for any reason. Receipt of a proposal from a firm, agency or individual by the City of Grand Island neither confers rights upon the proposer nor obligates the City of Grand Island in any manner.

**C2. Qualification Package:** The proposer must possess proven expertise and experience in the provision of public transit vehicles. Such expertise may be proven by submitting the following, which shall not be longer than three (3) single sided type written pages in 12 point font.

### ***C2.A Qualifications and Experience***

1. Proposer Qualifications and Experience. Provide the following information:

- Number of years the proposer has provided public transit vehicles.
- Type(s) of public transit vehicles provided, levels of service to include annual number of vehicles sold and number of agencies served.
- Describe in detail any present or anticipated commitments and/or contractual obligations that may have an influence on the capabilities of the proposer to perform work called for in this proposal.
- List any awards and recognition received in the past five (5) years.
- Describe any public transit innovations, cost saving initiatives, etc. which have been implemented on projects.
- Description of approach to be used to ensure customer satisfaction.
- List and discuss any compliance issues in the past five (5) years that have caused the proposer to suspend service or have Local, State, or Federal funding revoked.
- Describe in detail any litigation the proposer is currently involved in which has or may have an impact on the proposer's ability to perform any work called for in this proposal.
- Statement whether or not proposer or its predecessors or its principals are or have been involved in bankruptcy and/or reorganization proceedings. If so, provide details.

### **C3. Additional Required Attachments**

- A one page chart (up to 8.5x11 in size) showing the organizational structure proposed with key staff identified.
- A Drug-Free Workplace Policy.
- The firm's valid IRS Form 990.
- Proposal Form (Appendix I)
- Certification Regarding Non-collusion (Appendix II.)
- Certification Regarding Lobbying (Appendix III.)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (Appendix IV.)
- Documentation of active System for Award Management (SAM) registration.
- Written Acknowledgement of Published Addenda

**C4. Evaluation of Proposals:** Proposals will be evaluated by the City of Grand Island, and Grand Island City Council will approve the Agreement. The City of Grand Island will award the Agreement to the most responsible and responsive proposer whose proposal is determined to be in the best interest of the City and County, taking into consideration the following weighted evaluation factors:

- Vehicle compatibility with requirements as specified in this Request for Proposals (30 points);
- Proposer's past experience in providing public transit vehicles (preferably to small community transit programs) (30 points);
- Total price (30 points); and
- Quality and completeness of the proposer's response to the Request for Proposals (10 points).



## D. PROPOSAL SUBMITTAL

Documents for use in preparing submittals may be downloaded from the Quest CDN website, [www.QuestCDN.com](http://www.QuestCDN.com) for a thirty dollar (\$30) fee. Submittals must either be uploaded to the Quest CDN website or received in hard copy before the specified time to be considered.

Proposers must submit one signed original and five (5) copies of their proposals by 4:00 pm CST on Tuesday, October 12, 2021 in a sealed envelope, with the outside of the envelope clearly marked as follows "**Transit Vehicle Provider Proposal**". The order of items in the proposals shall be:

1. Proposal Form (Appendix I)
2. Qualification Package (Refer to Section C2)
3. Additional Required Attachments (Refer to Section C3)

Proposals may be either, submitted on Quest CDN, hand delivered, or sent to the Grand Island City Clerk's Office through U.S. Mail or other available courier service. Faxed or e-mailed proposals will not be accepted. The Proposal Form must be used and all required additional information must be attached or included. Proposals may be submitted:

In person:	Or by mail:	Online:
RaNae Edwards, City Clerk	RaNae Edwards, City Clerk	<a href="http://www.QuestCDN.com">www.QuestCDN.com</a>
City of Grand Island	City of Grand Island	
100 East First Street	PO Box 1968	
Grand Island, Nebraska 68801	Grand Island, Nebraska 68802	

Proposals received after the deadline designated in this Request for Proposals will not be considered and will be returned unopened to the proposer.

Proposals will be publicly opened and read at 4:00 pm CST on Tuesday, October 12, 2021 in the City Clerk's Office, Grand Island City Hall, 100 East First Street, Grand Island, Nebraska 68801 Proposals will be examined and evaluated by City of Grand Island staff based on the criteria listed in Section C4 of this Request for Proposals.

**D1. Schedule:** The following is the schedule for the solicitation, agreement award, and start-up. City of Grand Island may change this schedule by written notice.

- Deadline for Submitting Written Questions: 5:00 pm CST, October 1, 2021
- Proposal Due: 4:00 pm CST, October 12, 2021
- Review Proposals: October 13, 2021 – October 20, 2021
- Notification of Selection: October 21, 2021
- Agreement Award to Appear Before City Council: November 9, 2021
- Issue Notice to Proceed: November 10, 2021

Questions concerning the Request for Proposal process should be directed in writing to:

Charley Falmlen, Transit Program Manager  
City of Grand Island  
1016 Diers Avenue Suite 119  
Grand Island, Nebraska 68803

Or by email:  
[charleyf@grand-island.com](mailto:charleyf@grand-island.com)

**D2. Addendum:** If after issuance of this RFP, but before the time set for review of such, it becomes necessary to make changes in quantities, specifications, delivery schedules, opening dates, etc. or to correct or clarify a defective or ambiguous request, such changes shall be accomplished by issuance, in writing, of an addendum to this RFP. The addendum shall be sent to each potential offeror to whom the Request for Proposals has been furnished and upon request. Addendums will also be publicized on the City's website, in the QuestCDN Software. Each potential offeror shall acknowledge receipt of any addenda in their submitted proposal.

Where one (1) week or less remains, potential offerors shall be notified vial email of an extension of time. Such notification should be confirmed in the addendum.

# APPENDIX I

## **PROPOSAL FORM**

Company/Agency Name:

Street/Mailing Address:

City/State:

Contact Person:

Telephone Number:

Fax Number:

E-Mail Address:

Tax Payer Identification Number:

Type of Organization (Please Check One)

Individual     Sole Proprietorship     Partnership

Corporation     Government Entity     Not-for-Profit Corporation

Tax Exempt Organization

**PROPOSAL FORM**

**MANUFACTURER'S MINIMUM SPECIFICATIONS WORKSHEET**

Because General Motors, Fiat Chrysler, and Ford Motor Company had not released their complete line of Minimum Specifications at the time these specifications were defined, the Minimum Specifications are based off the Manufacturer's 2020 specifications.

**A. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

YES	NO	NO & PROVIDE ALTERNATIVE	*The Federal Standards and Regulations in this section are in addition to the specifications below*
			All vehicles must meet the Regulations and Safety Standards found in the e-CFR links below:
			<a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&amp;mc=true&amp;tpl=/ecfrbrowse/Title49/49cfrv6_02.tpl#500">https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&amp;mc=true&amp;tpl=/ecfrbrowse/Title49/49cfrv6_02.tpl#500</a>
			<a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&amp;mc=true&amp;node=pt49.6.571&amp;rgn=div5">https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&amp;mc=true&amp;node=pt49.6.571&amp;rgn=div5</a>
<b>NOTES/COMMENTS:</b>			

**A. GENERAL REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			The manufacturer of the vehicle body must be certified to be in compliance with Quality Standards of the ISO (International Organization for Standardization) 9001:2000 with regard to the sale, design and manufacture of the vehicle.
			Bidder must provide proof that manufacturer is certified by ISO and a copy of the manufacturer's ISO Certification may accompany bid. Copy must be submitted prior to bid award.
			The vehicle must be equipped with climate control, engine cooling systems, oils, greases, and fluids used in subsystems of vehicles, such as wheelchair lifts and must operate in temperatures ranging from -25° to +115° F for extended periods of time.
			Complete warranty and after-sales service must be available with 120 driving miles of Grand Island, Nebraska for the vehicle and all installed subsystems, including air conditioning systems, wheelchair lifts, etc.
<b>NOTES/COMMENTS:</b>			

**B. GENERAL DIMENSIONS AND CAPACITIES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			Gross Vehicle Weight Rating (GVWR) of the vehicle shall be a minimum of the sum of the curb weight, 150 pounds for the driver, 300 pounds for each passenger seating position and 300 pounds for each wheelchair space provided. It is the proposer's responsibility to calculate the actual loaded weight, spring and axle ratings so that the vehicle is engineered for safety.
			The vehicle must be capable of accommodating a wheelchair lift, the driver, at least one (1) passenger seated in a standard wheelchair, and at a minimum six (6) ambulatory passengers seated in regular passenger seats.
			Interior Width of the vehicle shall be a Minimum of 45".
			The Interior Headroom shall be a minimum of 56" and a maximum of 66".
			The overall width, excluding exterior mirrors, shall be a minimum of 81.3" and a maximum of 83.7".
			The overall height, including the safety vent, shall be a minimum of 107.7".
			A "Vehicle Clearance Sticker" indicating the maximum height of the vehicle in feet and inches shall be affixed and should be located in easy view of the driver, above the windshield and directly in front of the driver.
			The vehicle shall have a minimum Wheelbase of 147.6'
			The maximum length of the vehicle is 264".
			All entry steps shall be a maximum of 12" above ground level.
			Any subsequent step risers shall be a maximum of 10".
<b>NOTES/COMMENTS:</b>			

**C. CHASSIS AND RELATED SYSTEMS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			Current Production Year unibody van chassis with GVWR of 9,250 pounds or Equivalent.
			The minimum Engine size is 3.5L V6 gasoline turbocharged.
			Manufacturer's heavy duty, increased capacity, permanent ethylene glycol-base antifreeze coolant system for protection to 30 degrees below zero Fahrenheit required.
			To include manufacturer's recommended power, speed control, tilt steering wheel.
			Manufacturer's recommended power service brakes designed for the Gross Vehicle Weight Rating (GVWR) of the vehicle.
			Automatic Transmission.
			Manufacturer's recommended differential gear ratio.
			Both front and rear heavy-duty shock absorbers are required.

			<b>Wheels and Tires:</b>
			a. The wheels are to be equipped with a solid brass air valve extension or braided stainless steel "live stem" air valve.
			b. Manufacturer's recommended wheels and tires designed for the GVWR of the vehicle.
			c. The color of all wheels shall be compatible to the exterior color of the vehicle.
			d. Radial tires required.
			Front tow hooks required.
			An auto-throttle system capable of sensing when the electrical current draw exceeds alternator output and increases the engine idle RPM while the vehicle is stationary.
			Minimum 130 amperes Alternator.
			Manufacturer's heavy-duty dual batteries
			Back-up alarm required.
			The emergency flashers shall utilize turn signal bulbs in lieu of the brake light bulbs, so the emergency flashers will work when the brake pedal is depressed.
			Front and rear rubber mud flaps required.
			If the vehicle's exhaust system should run closer than 8" to the fuel tank it must have metal heat shields or clamp on heat shield jacket between the exhaust and fuel tank.
			The vehicle shall be equipped with leaf spring rear suspension.
<b>NOTES/COMMENTS:</b>			

**D. AUXILIARY SYSTEMS, MISCELLANEOUS PARTS, AND ACCESSORIES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			The exterior lighting system shall conform to the requirements of <a href="#">FMVSS No. 108</a> and <a href="#">49 CFR Part 38 Subpart B 38.31</a> .
			<b>Interior Lighting:</b>
			a. A separate overhead lamp shall be provided for the driver's use.
			b. All lamps shall operate with or without the engine running
			c. The entrance steps shall automatically illuminate whenever the entrance doors are open, day or night, and conform <a href="#">to 49 CFR Part 38 Subpart B 38.31</a> .
			<b>Heating and Defrosting System:</b>
			a. The output of the heating unit shall be adjustable by means of controls easily reached by the seated driver.
			b. Windshield defrosting and defogging system.

			<b>Air Conditioning System:</b>
			a. The vehicle shall have a factory-installed air conditioner.
			b. The output shall be individually adjustable by means of controls easily reached by the seated driver.
			Dual, electrically driven wipers and washers shall be furnished with intermittent wipe, and washing fluid reservoir shall have a capacity of no less than one (1) quart.
			Rearview mirrors must meet <b>571.111</b> of the <b>Federal Motor Vehicle Safety Standards for Rearview Mirror specifications.</b>
			Equipped with OEM horn.
			The vehicle shall have Bluetooth connectivity and at least two (2) USB ports.
<b>NOTES/COMMENTS:</b>			

**E. EMERGENCY EQUIPMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			A 12-unit first aid kit, provided with instruction for the use of its contents, shall be securely mounted in a location readily accessible to the driver.
			A UL approved fire extinguisher shall be bracket mounted in a location readily accessible to the driver.
			The fire extinguisher shall be no less than five (5)-pounds with a total rating of not less than 2A, 10-B:C or UL Equivalent.
			A kit of three (3) folding bi-directional emergency reflective triangles which conform to the requirements of FMVSS No. 125 shall be provided.
			Bloodborne Pathogens Kit shall contain latex gloves, CPR mask, goggles, apron, disinfectant wipes, absorbent and scoop, and an I.D. tag and red plastic bag at a minimum.
<b>NOTES/COMMENTS:</b>			

**F. INTERIOR FINISH**

YES	NO	NO & PROVIDE ALTERNATIVE	
			All materials used in the passenger compartment, including upholstery, padding, floor covering, and insulation shall conform to the requirements of <a href="#">FMVSS No. 302</a> .
			Materials that emit toxic gases as byproducts of combustion shall not be used.
			Floor covering shall be slip resistant exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction, under dry or wet conditions.
			Floor covering shall be constructed with aluminum oxide, silicon carbide, quartz and optional PVC chip blended throughout a high quality vinyl wear surface (top coating is not acceptable).
			Backing to be polyester cellulose material with fiberglass fiber reinforced center scrim for additional durability.
			Floor covering shall be Meta 2.2 mm or greater, color TFM22903 Storm by Altro Transflor or Equivalent.
			The entire floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces.

			Seams are to be heat welded to provide a permanent waterproof seal against water penetration.
			All trim edges (if used) are to be sealed by heat welding or with mastic/caulk by the manufacturer's instructions before installation.
			Floor covering is to be installed on the passenger entrance steps and risers according to the manufacturer's recommendations.
			Step edging shall be yellow vinyl step nosing installed according to the floor covering manufacture's recommendations.
			Those interior surfaces that are not padded or covered with a decorative vinyl surface shall be appropriately primed and finished with a top quality Acrylic enamel.
			Color of paint and other interior finishing materials shall harmonize with the vehicle's exterior finish.
			<b>Modular Track Flooring</b>
			a. Flooring shall be installed to include a series of longitudinal, parallel floor mounted, high-strength tracks/slots which are embedded into an <a href="#">FMVSS 302</a> compliant base.
			b. The flooring system must allow for the rapid movement or removal of FMVSS <a href="#">207</a> and <a href="#">210</a> compliant ambulatory seating as well as "L" style wheelchair tie downs.
			c. Tracks must provide incremental position options for tie-downs and seats.
			d. Seat latching system must be provided with a redundant, secondary mechanism to reduce the risk of unintended unlatching of the seat.
			e. Vehicle modifier (Bidder) shall provide documentation of "in-vehicle" testing performed on the floor system that complies with all FMVSS regulations pertaining to seat installation and wheelchair securement devices.
			f. Floor shall be primed and adhered/connected to the primed vehicle metal floor using bolts connected to the chassis or using of a moisture curing and appropriate strength adhesive.
			g. All edges will be properly sealed to prevent entrance of moisture.
			h. Steel elements of the flooring system must be plated with a zinc chromate finish, thus providing maximum strength and corrosion resistance.
			<b>Anti-corrosion Treatment:</b>
			a. All metallic body components, including the interior body panels and posts are to be covered by insulation or trim materials and shall be protected against corrosion by bonderizing or the application of multiple coats of anti-corrosive primer.
			b. All nuts, bolts, clips, washers, clamps, and like fasteners shall be plated or phosphate-coated to prevent corrosion.
			The ceiling and all interior walls of the vehicle shall contain thermal and acoustic insulating characteristics and be moisture proof.
			The insulating material shall have a minimum of R-5 rating.
			The entire body/frame under-structure of the vehicle shall be undercoated with nonflammable, resin-type material, polyoleum, or the Equivalent.
<b>NOTES/COMMENTS:</b>			



**G. EXTERIOR FINISH**

YES	NO	NO & PROVIDE ALTERNATIVE	
			The exterior color shall be white or a City of Grand Island approved alternative.
			All exterior surfaces shall be smooth and free of visible wrinkles and dents.
			Exterior surfaces to be painted shall be finished with a top-quality Acrylic paint applied according to the recommendations of its manufacturer.
			The paint shall be applied smoothly and evenly with the finished surface free of dirt, runs, orange peel, and other imperfections.
<b>NOTES/COMMENTS:</b>			

**H. WINDSHIELD AND WINDOWS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			All glazing materials shall conform to the requirements of <a href="#">FMVSS No. 205</a> .
			OEM standard all-around, fixed windows shall be furnished for all rear windows.
<b>NOTES/COMMENTS:</b>			

**I. DOORS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			A front-hinged, sedan type passenger entrance door located opposite the driver is required.
			A front-hinged, sedan type door with roll-down window and exterior key lock shall be provided on the left-hand side of the driver's seat.
			A full-length OEM driver's side running board to support a driver weighing up to 325 pounds shall be provided.
			A sliding door with a minimum opening width of 51.2" and a minimum opening height of 63".
			A fixed, extended-length OEM passenger door running board shall be provided.
			<b>Rear Doors:</b>
			a. The rear door shall be slide-type or split-type with outward-opening doors.
			b. Rear doors shall have mechanism which locks doors in open position to allow embarking and debarking of passengers without manually holding doors open.
<b>NOTES/COMMENTS:</b>			

**J. SEATS AND AISLE**

YES	NO	NO & PROVIDE ALTERNATIVE	
			Driver and front passenger seats shall be deluxe high back, fully padded, cloth, contoured bucket types with heavy-duty construction and an armrest.
			OEM three point restraint system required.
			The driver's seat shall be easily adjusted forward and backward without the use of tools.
			Upholstery shall be color-keyed to the vehicle.
			<b>Rear Passenger Seats:</b>
			a. All cloth Freedman Featherweight or Equivalent passenger seats, grab handles on top of mid-back or mid-hi seats.
			b. Each passenger seating position shall be equipped with an under seat retractor seat belt assembly and belt anchorages that conform to the requirements of FMVSS Nos. 209 and 210.
			c. The horizontal distance forward from the front surface of a seat cushion to the rear of another seat or other obstruction shall be no less than 10".
			d. Flip-up US or Equivalent armrests shall be installed on each seat as follows: At minimum, six (6) seats shall each have one (1) left-side armrest.
			e. Seat mountings must be compatible with the flooring specifications described in section "F-INTERIOR FINISH".
			f. A total of nine (9) rear passenger seats shall be installed in each vehicle.
			g. Fabric shall be treated with an anti-microbial coating such as Nanocide or Equivalent.
			h. <b>Child Seating.</b> A minimum of four (4) integrated child seats, each with one flip up armrest, under seat retractor seatbelts and fitted with infant seat latch hooks compliant with FMVSS Nos. <a href="#">213</a> and <a href="#">225</a> .
<b>NOTES/COMMENTS:</b>			

**K. WHEELCHAIR ACCOMMODATION**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<b>Rear Door Access:</b>
			a. The rear doors must be able to accommodate a wheelchair lift.
			b. The minimum door clear opening width when doors are fully opened shall be 59.8".
			c. Gas shocks or spring resistant door restraints shall be provided to hold the doors in the fully open position while the lift is in operation.
			d. An interlock shall also be provided to disable all lift controls whenever the doors are closed.
			<b>Wheelchair Lift:</b>

			a. A 12-volt, fully automatic, electrohydraulic or electromechanical, folding platform wheelchair lift with a design load of 800 pounds shall be installed inside the rear door.
			b. The platform lift shall be certified by the manufacturer to meet the requirements of <a href="#">49 CFR Part 38</a> .
			c. Please specify the brand name and model number of the lift being bid in the "NOTES/COMMENTS" section below.
			d. Manufacturer's literature should be included with the bid, but must be submitted prior to bid award.
			e. When in the stowed configuration, all parts of the lift shall be completely housed within the vehicle.
			f. The platform shall measure a minimum of 34" wide by 51" long.
			g. The platform shall be equipped with a hydraulic powered automatic outboard roll stop.
			h. The platform shall rise and descend smoothly with no sudden acceleration, deceleration, or jerking motion while bearing any load up to and including 100% of the design load in ambient temperatures of -25° to +115° F.
			i. The entire lift electrical system shall be protected by a master circuit breaker.
			j. Maximum operating current shall not exceed 180 amps.
			k. Lift control switches shall be provided and should be housed in a hand-held, weatherproof switch box.
			l. The switch box shall provide remote control of all lift functions and shall be connected to the end of a coiled and retractable electrical cable.
			m. There shall be one (1) mounting area for securing the handheld control box when not in use and provide for access from within the vehicle.
			n. There shall be one (1) mounting area for securing the handheld control box when not in use and provide access from outside the vehicle when lift doors are open.
			o. All lift controls shall be clearly labeled so as to be easily understood.
			p. Wheelchair lift and installation shall comply with FMVSS <a href="#">403</a> and <a href="#">404</a> .
			q. There must be at least two (2) potential wheelchair positions, each a minimum of 30" wide and 48" long.
			<b>Wheelchair Securement:</b>
			a. Each wheelchair space shall be equipped with auto-tensioning, auto locking retractor style restraint system with knobs that allows for final tightening of the securement.
			b. The restraint must be quick attach and quick release.
			c. Securement system must meet the requirements of <a href="#">DOT 49 CFR Part 38</a> and <a href="#">WC 18</a> .
			d. The securement system shall be installed according to the manufacturer's instructions and specifications.
			e. Securement system items should be produced by Q'STRAIN/Sure-Lok or Equivalent:
			f. Securement system shall be Kit No. AL812S-4C-7 and contain the following:
			i. Four (4) - AL800855S Auto-tensioning retractors with L track fitting, tightening knobs, stud fitting and J hook.
			ii. One (1) - AL700868-4 Occupant restraint buckle connector assembly with stud fitting.
			iii. One (1) - AL700771 Fixed-point mount occupant restraint retractor with height adjuster and stud fitting.

			g. 8705 Web Cutter.
			h. FE200750 Quick Strap – four (4) per position.
			i. FE2001145 Mesh Storage Container for the wheelchair position is to be anchored to the side wall and the bottom of the bag is to be a minimum of 15” above the floor. shall be located.
			j. SLCE03 Training Program CD (one (1) per vehicle).
			k. AL700842 Integrated Lap Belt Length to be 96”.
			l. Wheelchair floor anchorages are to be provided by modular floor tracks described in Subsection F-INTERIOR FINISH.
			m. An L-Track must be installed along the length of each side wall above the window to accommodate the adjustment of the occupant restraint.
			At least one (1) grab bar each shall be provided on the sides of the driver door and both passenger side doors.
			<b>Optional 1000 Pound Capacity Wheelchair Lift.</b> Replace specified wheelchair lift with lift that meets specifications 2a through 2p, except that design load is minimum 1000 pounds and rollstop for the 1000 pound capacity unit may be either mechanical or hydraulic.
<b>NOTES/COMMENTS:</b>			

**L. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			All Contractors must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of proposal. Proposals will only be accepted from Contractors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.
<b>NOTES/COMMENTS:</b>			

**M. PRICE**

YES	NO	NO & PROVIDE ALTERNATIVE	
<p>Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.</p> <p>All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the solicitation is cancelled.</p> <p>Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the City of Grand Island a minimum of 160 days prior to the commencement of the City of Grand Island's fiscal year (October 1.) Documentation may be required by the City to support the price increase.</p> <p>Prices shall not fluctuate with purchase quantity.</p>			
		Price	Insert Price component/unit here
		Price	Insert Price component/unit here
		Price	Insert Price component/unit here
<p><b>NOTES/COMMENTS:</b></p>			

**N. PICK-UP/DELIVERY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			Pick-up/Delivery desired within 160 days after receipt of order(s).
<p><b>NOTES/COMMENTS:</b></p>			

**O. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
<p><b>NOTES/COMMENTS:</b></p>			

**P. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
			A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation.
			Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
<b>NOTES/COMMENTS:</b>			

**Q. GRAY MARKET PRODUCTS PROHIBITION**

YES	NO	NO & PROVIDE ALTERNATIVE	
			The City will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
<b>NOTES/COMMENTS:</b>			

**R. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the City within three (3) business days of the request and prior to the award of any contract.
			The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
<b>NOTES/COMMENTS:</b>			

**S. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>The Contractor warrants for a period of one (1) year from the date of Acceptance that:</p> <ul style="list-style-type: none"> <li>• The products perform according to all specific claims that the Contractor made in its response to the solicitation;</li> <li>• The product is suitable for the ordinary purposes for which such Product is used;</li> <li>• The product is suitable for any special purposes identified in the solicitation or for which the City has relied on the Contractor's skill or judgment;</li> <li>• The product is designed and manufactured in a commercially reasonable manner; and</li> <li>• The product is free of defects.</li> </ul> <p>Upon breach of the warranty, the Contractor will repair or replace (at no charge to the City) the product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.</p>
<b>NOTES/COMMENTS:</b>			

**T. SAMPLES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			Samples of materials proposed may be required prior to an award, or at any time during the term of the contract.
			Samples are to be provided within fifteen (15) business days of a written request.
			Failure to provide samples or samples not meeting the specifications may void the proposal or constitute a breach of the contract resulting from this proposal invitation.
<b>NOTES/COMMENTS:</b>			

**PROPOSAL FORM**

**By signing this Proposal, the proposer signifies agreement with and acceptance of all the terms, conditions, requirements and specifications shown in the Request for Proposals and also signifies that prices for providing the requested services, and agrees to hold the prices firm for at least ninety (90) days as required in the Request for Proposals. The person signing below represents and warrants that he or she has authority to bind his or her company/agency.**

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX II

### **NON-COLLUSION CERTIFICATION**

TO: City of Grand Island, Grand Island, NE

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on their behalf and on behalf of my firm.

I further attest that:

1. The price(s) and total amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Transit Vehicle Provider, proposer or potential proposer.
2. Neither the price(s) nor the total amount of this proposal has been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form or complementary proposal.
4. This proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a sub-purchase of services agreement or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX III

### **ANTI-LOBBYING CERTIFICATION**

The undersigned Transit Vehicle Provider certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal purchase of services agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal purchase of services agreement, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal purchase of services agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-purchase of services agreements, sub-grants, and purchase of services agreements under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]*

The Transit Vehicle Provider certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Transit Vehicle Provider understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX IV

### **CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Transit Vehicle shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each agreement at any tier of \$25,000 or more, and to each agreement at any tier for a federally required audit (irrespective of the agreement amount), and to each agreement at any tier that must be approved by an FTA official irrespective of the agreement amount. As such, the Transit Vehicle shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Grand Island. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Grand Island, Hall County, the State of Nebraska or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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 agreement that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# TRANSIT VEHICLE PROVIDER AGREEMENT – ATTACHMENT 1

## AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA AND Transit Vehicle Provider FOR THE CITY OF GRAND ISLAND'S TRANSIT PROGRAM

THIS AGREEMENT, entered this DAY day of MONTH 2021, by and between City of Grand Island (herein called the "City") and Transit Vehicle Provider (herein called the "Transit Vehicle Provider").

WHEREAS, the City is a direct recipient of 5307 Urbanized Area Formula Program Grant funding under 49 U.S.C. 5307 from the Federal Transit Administration (FTA); and

WHEREAS, the City wishes to engage the Transit Vehicle Provider to assist in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

### ARTICLE 1 - PROJECT

#### SECTION 1: SCOPE OF SERVICE

##### A. Activities

###### 1. General Statement

The Transit Vehicle Provider will be responsible for customizing, and providing vehicles in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

##### B. Performance Monitoring

The City will monitor the performance of the Transit Vehicle Provider in accordance with this agreement. Substandard performance as determined by the City will constitute noncompliance with this agreement, and a time period will be designated for compliance. If action to correct such substandard performance is not taken by the Transit Vehicle Provider within the established time period, suspension or termination procedures will be initiated.

#### SECTION 2: TERM OF AGREEMENT

The term of this agreement shall be from the date of the last party signing the agreement to DD/MM/YYYY. The City will then have the option to renew the agreement on an annual basis for a two (2) year period, at which time proposals will be solicited. The term of this agreement may be extended should additional time for monitoring be required, in accordance with law; this agreement shall be deemed automatically extended until such time as said monitoring is complete. The provisions herein shall be extended to cover any additional time period during which the Transit Vehicle Provider remains in control of FTA funds or other FTA assets, including program income. Upon extension the agreement shall continue in full force and effect under the same terms and conditions.

Notice of termination of service by either party, shall be no later than xx, xx of any year this agreement continues.

#### SECTION 3: PROGRAM REPORTING

The Transit Vehicle Provider shall submit invoices, as required by the City, to meet its local and FTA obligations. The City will request various report formats in addition to the time and location for submission of such. Required reports include, but are not limited to, the following:

- A. Final Inspection Report
- B. Buy America Certification

**ARTICLE 2 - FINANCIAL MANAGEMENT**

**SECTION 1: PAYMENTS AND BUDGET**

**A. General Statement**

The City shall pay the Transit Vehicle Provider allowable costs for the services identified in this agreement upon presentation of properly executed reimbursement/invoice forms as provided by and approved by the City. This shall constitute full and complete payment by the City under this agreement. Allowable costs shall mean those necessary and proper costs identified in the Transit Vehicle Provider’s proposal and approved by the City.

Any reimbursement made under this agreement must comply with the applicable requirements of FTA Circular 9030.1E, Chapter IV, which outlines eligibility of costs. The Transit Vehicle Provider may not request disbursement of funds under this agreement if the funds are not eligible costs. Any costs incurred which are not eligible, are the sole financial responsibility of the Transit Vehicle Provider.

**B. Payments**

Reimbursement request must be submitted to the Transit Program Manager. Payments shall be made upon receipt of complete and correct reimbursement requests. Reimbursement requests may be submitted by email or hard copy to the contact information listed in Article 3, Section 1 of this agreement.

Reimbursement payments shall be made directly to Transit Vehicle Provider only, and shall be made in accordance with the City of Grand Island’s City Council meeting calendar.

Requests for payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

**C. Budget**

<b><u>Line Item</u></b>	<b><u>Amount:</u></b>
DEFINE	\$AMT
TOTAL	\$AMT

In addition, the City may require a more detailed budget explanations than the one contained herein, and the Transit Vehicle Provider shall provide such supplementary budget information in a timely fashion as directed by the City. Any amendments to the budget must be approved in writing by both the City and Transit Vehicle Provider.

**D. Closeout**

Closeout of funds shall not occur unless all requirements of this agreement are met and all outstanding issues with the Transit Vehicle Provider have been resolved to the satisfaction of the City.

The Transit Vehicle Provider’s obligation to the City shall not end until all closeout requirements are completed.

**ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS**

**SECTION 1: NOTICES**

Notices required by this agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or other electronic means, such as email. Any notice delivered or sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City  
City of Grand Island, Transit Division  
1016 Diers Avenue Suite 119  
Grand Island, Nebraska 68803  
308-646-6571  
transit@grand-island.com

Transit Vehicle Provider  
DEFINE  
DEFINE  
DEFINE  
DEFINE  
DEFINE

## SECTION 2: GENERAL CONDITIONS

### A. Hold Harmless

To the extent permitted by law, the Transit Vehicle Provider agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Transit Vehicle Provider's performance or nonperformance of the services or subject matter called for in this agreement.

### B. Workers' Compensation

The Transit Vehicle Provider shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

### C. Licensing

The Transit Vehicle Provider agrees to comply with and obtain, if necessary, all applicable City, Municipal, State or Federal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this agreement to assure quality of services.

In the event of an investigation or suspension regarding any Transit Vehicle Provider license related to the services for which the City is providing funding under this agreement, the City may terminate this agreement and withhold further agreement funds. In addition, monies already received under this agreement may be owed back to the City.

### D. Amendments

The parties may amend this agreement at any time provided that such amendments make specific reference to this agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by City Council. Such amendments shall not invalidate this agreement, nor relieve or release the City or Transit Vehicle Provider from its obligations under this agreement. The City may, in its discretion, amend this agreement to conform to Local, State, or Federal governmental guidelines, policies or available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both City and Transit Vehicle Provider.

### E. Failure to Perform

In the event of failure by the Transit Vehicle Provider to comply with any terms or conditions of this agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold any portion or full payment pending correction of the deficiency, suspend all or part of the agreement, or prohibit the Transit Vehicle Provider from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this agreement. The City may consider performance under this agreement when considering future awards.

### F. Termination

The City may pursue remedies if the Transit Vehicle Provider significantly fails to comply with any terms or conditions of this agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FTA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Transit Vehicle Provider to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Transit Vehicle Provider to the City reports that are incorrect or incomplete in any significant respect; or
5. Failure to take satisfactory corrective action as directed by the City.

This agreement may also be terminated for convenience by the City, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this agreement but prior to its normal completion, the City may immediately terminate this agreement in accordance with such, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice from the City to the Transit Vehicle Provider.

In the case of suspension or termination, monies already received under this agreement may be owed back to the City and the City may also declare the Transit Vehicle Provider ineligible for further participation in the City's transit program.

#### G. Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Recipient, who in turn will notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. Additionally, this requirement and language must be included in any subcontracting agreements.

### **SECTION 3: SPECIAL CONDITIONS**

#### A. Access to Records and Reports

1. Record Retention. The Transit Vehicle Provider will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Transit Vehicle Provider agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Transit Vehicle Provider shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Transit Vehicle Provider agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Transit Vehicle Provider agrees to permit the City of Grand Island, Hall County, the State of Nebraska, FTA, and their contractors access to the sites of performance under this contract as reasonably may be required.

B. Clean Air and Clean Water

1. Clean Air. The Transit Vehicle Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Transit Vehicle Provider shall report each violation to the City and understands and agrees that the City shall, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Transit Vehicle Provider shall include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with FTA assistance.
2. Clean Water. The Transit Vehicle Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Transit Vehicle Provider shall report each violation to the City and understands and agrees that the City shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency Regional Office. The Transit Vehicle Provider shall include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with FTA assistance.

C. Civil Rights and Equal Opportunity

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City 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 Transit Vehicle Provider shall at all times comply with the following requirements and shall include these requirements in each sub-agreement entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Transit Vehicle Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Transit Vehicle Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Transit Vehicle Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Transit Vehicle Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Transit Vehicle Provider agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Transit Vehicle Provider agrees to refrain from discrimination against present and prospective employees for



reason of age. In addition, the Transit Vehicle Provider agrees to comply with any implementing requirements FTA may issue.

4. 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. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Transit Vehicle Provider agrees that it will not discriminate against individuals on the basis of disability. In addition, the Transit Vehicle Provider agrees to comply with any implementing requirements FTA may issue.

#### D. Disadvantaged Business Enterprise

The Transit Vehicle Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Transit Vehicle Provider shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted agreements. Failure by the Transit Vehicle Provider to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Transit Vehicle Provider from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

#### E. Energy Conservation

The Transit Vehicle Provider agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Program in Nebraska issued in compliance with the Energy Policy and Conservation Act.

#### F. Employee Protections

The Transit Provider 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, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. 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. The Transit Provider shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the agreement for all laborers and mechanics, including guards and watchmen, working on the agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Transit Provider for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Transit Provider will permit such representatives to interview employees during working hours on the job. The Transit Provider shall require the inclusion of the language of this clause within sub-agreements of all tiers.

#### G. Changes to Federal Requirements

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

#### H. Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and agreements under grants, loans, and cooperative agreements) and that the Transit Vehicle Provider shall certify and disclose accordingly.

I. No Federal Government Obligation to Third Parties

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

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

J. False Statements of Claims and Criminal Fraud

The Transit Vehicle Provider 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 agreement, the Transit Vehicle Provider 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 agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Transit Vehicle Provider 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 Transit Vehicle Provider to the extent the Federal Government deems appropriate.

The Transit Vehicle Provider 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 an agreement 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Transit Vehicle Provider, to the extent the Federal Government deems appropriate.

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

K. Disputes

Disputes - Disputes arising in the performance of this agreement that are not resolved amicably by both parties shall be decided in writing by the Assistant City Attorney for the City of Grand Island. This decision

shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Transit Vehicle Provider mails or otherwise furnishes a written appeal to the Assistant City Attorney. In connection with any such appeal, the Transit Vehicle Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Assistant City Attorney shall be binding upon the Transit Vehicle Provider and the Transit Vehicle Provider shall abide by the decision.

Performance during Dispute - Unless otherwise directed by the City, the Transit Vehicle Provider shall continue performance under this agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. The duties and obligations imposed by the agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City shall constitute a waiver of any right or duty afforded any of them under the agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

L. City Recognition

The Transit Vehicle Provider shall ensure recognition of the role of the City in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to the funding source. In addition, the Transit Vehicle Provider will include a reference to the support provided herein in all publications made possible with funds available under this agreement.

M. LB 403

The Transit Vehicle Provider and its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

N. Fiscal Years

The City of Grand Island operates on a fiscal year beginning October 1 and ending on the following September 30. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

O. Title VI (See also Section 4D)

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

P. Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or

accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 Compliance Coordinator.

Marlan Ferguson  
308-385-5444, extension 140  
100 East First Street, Grand Island, NE 68801  
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Q. Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

R. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 Transit Vehicle Provider shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

S. Debarment and Suspension

The Transit Vehicle Provider shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Transit Vehicle Provider shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

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

T. Buy America & Bus Testing

The cost of the components and subcomponents produced in the U.S. must be more than 70 percent of the total cost. Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663.

The Transit Vehicle Provider must assure compliance with applicable requirements of 49 SECTION 3: TYPES OF CONTRACTS FEDERAL TRANSIT ADMINISTRATION 52 U.S.C. § 5318, and FTA regulations, "Bus Testing," 49 C.F.R. part 665. Buses must achieve a passing score on eight performance measures in order to be eligible for FTA funding.

**SECTION 4: TRANSIT VEHICLE PROVIDER MANUAL RECEIPT CERTIFICATION**

The Transit Vehicle Provider certifies that it has received the City of Grand Island's Transit Vehicle Provider Manual in either print or electronic format from the City. The Transit Vehicle Provider further certifies and agrees that it is the Transit Vehicle Provider's obligation as a part of this agreement to read and understand the Manual. The City may update the Transit Vehicle Provider Manual at will, and shall notify the Transit Vehicle Provider contact listed in this Agreement, as well as other staff deemed pertinent at the time, of said changes, before their effective date.

**SECTION 5: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

**SECTION 6: SUCCESSORS**

This agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

**SECTION 7: ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the City and Transit Vehicle Provider for the use of funds received under this agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and Transit Vehicle Provider with respect to this agreement.

**SECTION 8: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

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IN WITNESS WHEREOF, the Parties have executed this agreement as of the date of the most recent signatory.

**City of Grand Island, Nebraska**

Date \_\_\_\_\_

By \_\_\_\_\_  
Roger G. Steele, Mayor, City of Grand Island

Attest:

\_\_\_\_\_  
RaNae Edwards, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Stacy R. Nonhof, Interim City Attorney

Transit Vehicle Provider: **DEFINE**

Date \_\_\_\_\_

By \_\_\_\_\_  
**DEFINE**, Executive Director

Date \_\_\_\_\_

By \_\_\_\_\_  
**DEFINE**, Board President