



REQUEST FOR PROPOSALS

for

ON-BOARD MOBILE VIDEO SURVEILLANCE SYSTEM

for

City of Grand Island

Bid Opening

Wednesday, November 10, 2021 @ 4:00 pm
City of Grand Island, City Hall
100 East 1st Street
Grand Island, NE 68801

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

SEPTEMBER 2021



ADVERTISEMENT

REQUEST FOR PROPOSALS

ON-BOARD MOBILE VIDEO SURVEILLANCE SYSTEM 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 Wednesday, November 10, 2021** for **On-Board Mobile Video Surveillance System 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 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**
- **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 materials/software, 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 for any additional questions regarding the project.

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 subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract to order.

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 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

On-Board Mobile Video Surveillance System For the City of Grand Island

A. BACKGROUND

The City of Grand Island, Nebraska is soliciting proposals from qualified agencies to provide an On-Board Mobile Video Surveillance System for the public transit service in the urbanized area of Grand Island, Nebraska and the remainder of Hall County. 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 outfit a minimum of thirteen (13) and a maximum of twenty (20) vehicles with the On-Board Mobile Video Surveillance System. The agency awarded the contract will provide and install a turn-key mobile IP based camera surveillance system.

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. Terms and Definitions

A.1.1 DVR – Digital Video Recorder, records analog cameras via coaxial cable

A.1.2 NVR – Network Video Recorder, records IP based cameras via Ethernet cables or wirelessly (Wi-Fi)

A.1.3 – On-Board – located/installed on the vehicle.

A.1.4 – On-premise(s) – the office of CRANE Public Transit at 1016 Diers Avenue Suite 119, Grand Island, Nebraska

A2. Statement of Financial Assistance: Funding for the On-Board Mobile Video Surveillance System 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. System 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 On-Board Mobile Video Surveillance System whether or not they may be specifically mentioned below.

Proposal must include a completed "Minimum Specifications Worksheet" (See Appendix I). 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 Proposer 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 camera layout provided as Exhibit I to this RFP.

B2. Vehicle Instillation:

Instillation is to be done within City Limits of Grand Island, Nebraska. If the vendor is from farther away from said distance, a single bay at City of Grand Island's Fleet Services (1111 W. North Front Street) will be made available at no charge. If using City of Grand Island's Fleet Services bay, instillation must take place Monday-Friday between 7am and 4pm. If *not* using City of Grand Island's Fleet services bay, instillation must occur during operating hours of the transit service (www.crane-transit.com/about-us/hours-of-operation)

- Installer must remove all refuse left from installation.
- Installer must leave installation bay in same condition it was received.
- Installer must supply all necessary fastenings, wiring, zip/cable ties, parts, etc. to complete proper instillation.
- Install shall insure all wiring/cabbling in installed in a manner which is out of sight and does not serve as a hazard to riders or drivers.
- Installer provides all tools necessary for installation.
- Installer will remove current on-board single camera system and return components to the City of Grand Island.

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.

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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.

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, Proposers are encouraged to submit qualifications for this Request for Proposals with DBE participation. DBE firms must be certified by the Nebraska Department of Transportation 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.

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 On-Board Mobile Video Surveillance Systems. 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 vehicle cameras/software.
- Type(s) of vehicle cameras/software provided, to include annual 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 vehicle camera/software 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 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. (Registration via sam.gov is free, a DUNS number is required.)
- 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:

- Software and camera compatibility with requirements as specified in this Request for Proposals (30 points);
- Proposer's past experience in providing software and cameras (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 for a twenty dollar (\$25) 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 Wednesday, November 10, 2021 in a sealed envelope, with the outside of the envelope clearly marked as follows "**On-Board Mobile Video Surveillance System**". 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:

RaNae Edwards, City Clerk
City of Grand Island
100 East First Street
Grand Island, Nebraska 68801

Or by mail:

RaNae Edwards, City Clerk
City of Grand Island
PO Box 1968
Grand Island, Nebraska 68802

Online:

www.QuestCDN.com

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 Wednesday, November 10, 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, Wednesday, November 3, 2021
- Proposal Due: 4:00 pm CST, Wednesday, November 10, 2021
- Review Proposals: Week of November 15, 2021
- Notification of Selection: November 22, 2021
- Agreement Award to Appear Before City Council: December 14, 2021
- Issue Notice to Proceed: December 15, 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

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

MINIMUM SPECIFICATIONS WORKSHEET

A. GENERAL REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			The system shall include remote wireless video retrieval download scheduling as well as manual retrieval at the NVR/DVR.
			The system shall allow the user to record streaming video in an industry-standard format that can be viewed on other common computer media. Formats are to include H.264, video compression, mpeg-4.
			System shall provide a date and time stamp option.
			System shall continue recording 30 minutes after vehicle ignition is switch off.
			The system shall address number of cameras/viewpoints, according to the diagrams on Exhibit I.
			Vendor shall supply signage indicating cameras in use for inside and outside of all transit vehicles. Minimum of 2 signs per vehicle.
			Vendor shall possess licenses/permits required to perform required installations in the specified jurisdiction.
			Vendor must have been in business a minimum of five (5) years
			All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
			The system shall include all necessary hardware and software for camera operation and recording without intervention.
NOTES/COMMENTS:			

B. SOFTWARE

YES	NO	NO & PROVIDE ALTERNATIVE	
			Software controls shall include: rewind, fast forward, pause, play, stop, slow motion playback, volume adjustment, snapshot and export of video.
			Software must be able capable of simultaneous playback of multiple cameras at one time.
			Software must provide the ability to create blurring to protect passenger, transit system and/or driver privacy.
			Software must allow videos to be downloaded in a user-friendly format, that will make it available to law enforcement.
			Software must include tamper proof recording format, data shall be deemed acceptable as evidence in legal proceedings. Video quality must be admissible in a court of law.

			All HVRs/DVRs must utilize the same software to communicate via recordings.
			Wireless (Wi-Fi) downloading of video required.
			Software must allow on-premise access to live feed while vehicle is away from main facility.
			Software must allow time and date searches of recorded information via a time/date field entry, calendar selection, or a drag/drop of a timeline bar.
			The software system shall require entry of security credentials to log on for management applications.
NOTES/COMMENTS:			

C. HVR/DVR

YES	NO	NO & PROVIDE ALTERNATIVE	
			The system must operate over a temperature range of -30° to 130° F and relative humidity of 10-95%.
			The system shall meet or exceed the specified standards: SAE-J1455 for shock and vibration, EN50121 for Electromagnetic Compatibility, and FCC Class A, Subpart 15 standards when operating and connected to cameras.
			System must have vandal resistant cables and front access cover to prevent unauthorized access and tampering with System.
			System must not require proprietary drive adapter to support video review/retrieval on a standard windows based PC or laptop.
			System power supply shall be fully protected against overvoltage, power surges, voltage transients, voltage spikes and reverse-polarity with a current protector.
			Power taken from the bus to operate system must not impact the bus' performance. No wiring or components within the vehicles may be impaired by the installation.
			The system shall retain recordings for a minimum of 30-days on the on-board video recorder, with the ability to edit the number of days recordings are retained before they are erased.
			The system must record connected video channels simultaneously, please note if utilizing another switching system.
			The system must support repeat recording in which the recording will be overwritten once the hard drive is full.
			The system hard drive shall include a USB for direct connection to a host PC with NO docking station required. The system must be able to transfer recorded video, audio and data to a removable USB Flash drive. USB port must be behind a lockable cover or door to limit unauthorized access.
			System must not interfere with existing Samsung Galaxy tablets currently in vehicles.
			The system must be able to detect, report, and communicate video loss, and system malfunction of any of the on-board cameras.
			The system must be able to stay on for up to 7 secs to complete recording after a sudden power loss during an accident.
NOTES/COMMENTS:			

D. CAMERAS

YES	NO	NO & PROVIDE ALTERNATIVE	
			Cameras are to Record in 15 to 30 frames per second per channel, at a minimum of 720p and 1080p selectable resolution adjusted by DVR.
			NTSC and PAL recording standards shall be included.
			Each camera should record sound individually. Camera Microphone has to be high quality, high sensitive and record clear uninterrupted audio mitigating effects of weather and vibration (noise canceling.)
			Cameras shall have scratch-resistant, anti-glare, impact-resistant lenses.
			Lens sizes are to be optimal for the specified view. See Exhibit 1.
			Camera have to be able to auto focus, especially at high amounts of sunlight and dark night recording were recording quality has to remain the same and not be compromised.
			Cameras should have Infrared or Night Recording capabilities that display good color imaging in the dark or with low lighting. Day and night vision both in HD resolution.
			Camera views must have capabilities of a digital zoom of up to 8X or more of the original size.
			The system shall include all-color cameras with IR illuminators, control system, and a recording storage device.
			The cameras shall be protected to prevent tampering and vandalism. Exterior cameras shall be securely installed, properly sealed to prevent water intrusion, and shall have a defogging system.
NOTES/COMMENTS:			

E. WARRANTY & TRAINING

YES	NO	NO & PROVIDE ALTERNATIVE	
			Cameras and HVR/DVR furnished shall be fully guaranteed by the manufacturer for three (3) years from transfer of title against any defects.
			The Proposer shall correct defects that may occur as the result of faulty workmanship within first year after installation and acceptance by the City of Grand Island, at no additional cost to the City. The Proposer shall promptly, at no cost to the City, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within first year after completion of the project of which the work is a part. The Proposer's warranties shall commence with acceptance of/or payment for the work in full. The Proposer shall pass along to the City any additional warranties offered by the manufacturers, at no additional costs to the City, should said warranties extend beyond the one year period specified herein.
			This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by the City or anyone other than employees or agents of the Proposer. The Proposer's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the Proposer's option. Insurance covering said equipment from damage or loss is to be borne by the transit system upon full acceptance of equipment and services.
			The Proposer shall provide a contact person and phone number to assist the transit system with any technical questions. This service shall be provided as a part of the training for a minimum of six months from the date of installation.

			Training shall be provided to personnel designated by the transit system within 15 business days from the completed installation and acceptance date. Training for all hardware and software must be provided on-site and shall at a minimum include:
			a. How to install or setup a computer as a viewing station.
			b. How to operate the camera software in order to zoom, pan and focus.
			c. How to record and retrieve data.
			d. How to search and retrieve pre-recorded video information according to time stamps.
			e. How to search and retrieve pre-recorded video from the server.
			f. How to remove and reinstall the camera from the casing.
			g. How to secure and remove the power source.
NOTES/COMMENTS:			

F. PRICE

<p>Prices quoted shall be net, including installation, 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 shall not fluctuate with purchase quantity.</p>	
Price	Exhibit 1.A – Small Bus
Price	Exhibit 1.B – Mid-Size AWD Van
Price	Exhibit 1.C – Mini-Van
NOTES/COMMENTS:	

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 On-Board Mobile Video Surveillance System, 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

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

The On-Board Mobile Video Surveillance System 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 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 On-Board Mobile Video Surveillance System Provider 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

**On-Board Mobile Video Surveillance System
PROVIDER AGREEMENT – ATTACHMENT 1**

**AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA
AND
Provider
FOR
On-Board Mobile Video Surveillance System**

THIS AGREEMENT, entered this DAY day of MONTH 2021, by and between City of Grand Island (herein called the "City") and Provider Name (herein called the "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 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 Provider will be responsible for customizing, and providing On-Board Mobile Video Surveillance System 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 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 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. All work must be completed by the end of the agreement date. 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 any required monitoring is complete. The provisions herein shall be extended to cover any additional time period during which the Provider remains in control of FTA funds or other FTA assets. Upon extension the agreement shall continue in full force and effect under the same terms and conditions.

ARTICLE 2 - FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall pay the Provider allowable costs for the services identified in this agreement upon presentation of properly executed invoice. 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 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 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 Provider.

B. Payments

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

Payments shall be made directly to Provider only, and shall be made in accordance with the City of Grand Island's City Council meeting calendar.

Invoices shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance.

C. Budget

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

In addition, the City may require a more detailed budget explanations than the one contained herein, and the 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 the Provider.

D. Closeout

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

The 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.

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

SECTION 2: GENERAL CONDITIONS

A. Hold Harmless

To the extent permitted by law, the 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 Provider's performance or nonperformance of the services or subject matter called for in this agreement.

B. Workers' Compensation

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

C. Licensing

The 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 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 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 the Provider.

E. Failure to Perform

In the event of failure by the 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 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 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 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 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 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 Provider ineligible for further participation in the City's transit program.

SECTION 3: SPECIAL CONDITIONS

A. Access to Records and Reports

1. Record Retention. The Provider will retain, and will require its sub-contractors 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 Provider agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The 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 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 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. 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 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 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 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 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 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 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 Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the 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 Provider agrees that it will not discriminate against individuals on the basis of disability. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.

C. Disadvantaged Business Enterprise

The Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The 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 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 Provider from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

D. Energy Conservation

The 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.

E. Employee Protections

The 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 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 Provider for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Provider will permit such representatives to interview employees during working hours on the job. The Provider shall require the inclusion of the language of this clause within sub-agreements of all tiers.

F. Changes to Federal Requirements

The 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 Provider's failure to so comply shall constitute a material breach of this agreement.

G. Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Provider must promptly notify the City, 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.

H. No Federal Government Obligation to Third Parties

The City and 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, Provider or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

The 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.

I. False Statements of Claims and Criminal Fraud

The 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 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 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 Provider to the extent the Federal Government deems appropriate.

The 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 Provider, to the extent the Federal Government deems appropriate.

The 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-Provider who will be subject to the provisions.

J. 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 Provider mails or otherwise furnishes a written appeal to the Assistant City Attorney. In connection with any such appeal, the 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 Provider and the Provider shall abide by the decision.

Performance during Dispute - Unless otherwise directed by the City, the 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.

K. City Recognition

The 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 Provider will include a reference to the support provided herein in all publications made possible with funds available under this agreement.

L. LB 403

The 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.

M. 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.

N. 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.

O. 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.

Jerry Janulewicz
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.

P. 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.

Q. 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 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.

R. Debarment and Suspension

The 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 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.

S. 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 4: 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 5: SUCCESSORS

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

SECTION 6: ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and 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 Provider with respect to this agreement.

SECTION 7: 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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, Assistant City Attorney

Provider: **DEFINE**

Date _____

By _____
DEFINE, President

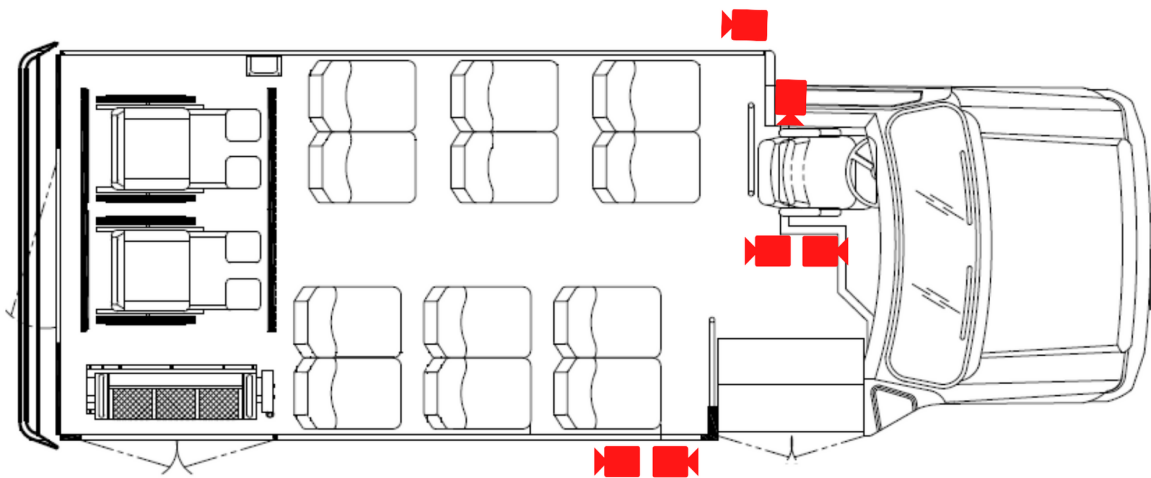


EXHIBIT 1.A

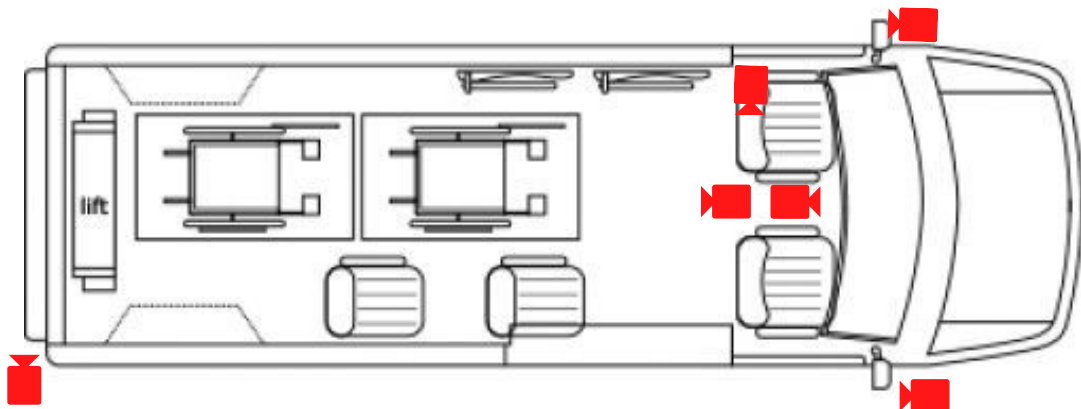


EXHIBIT 1.B

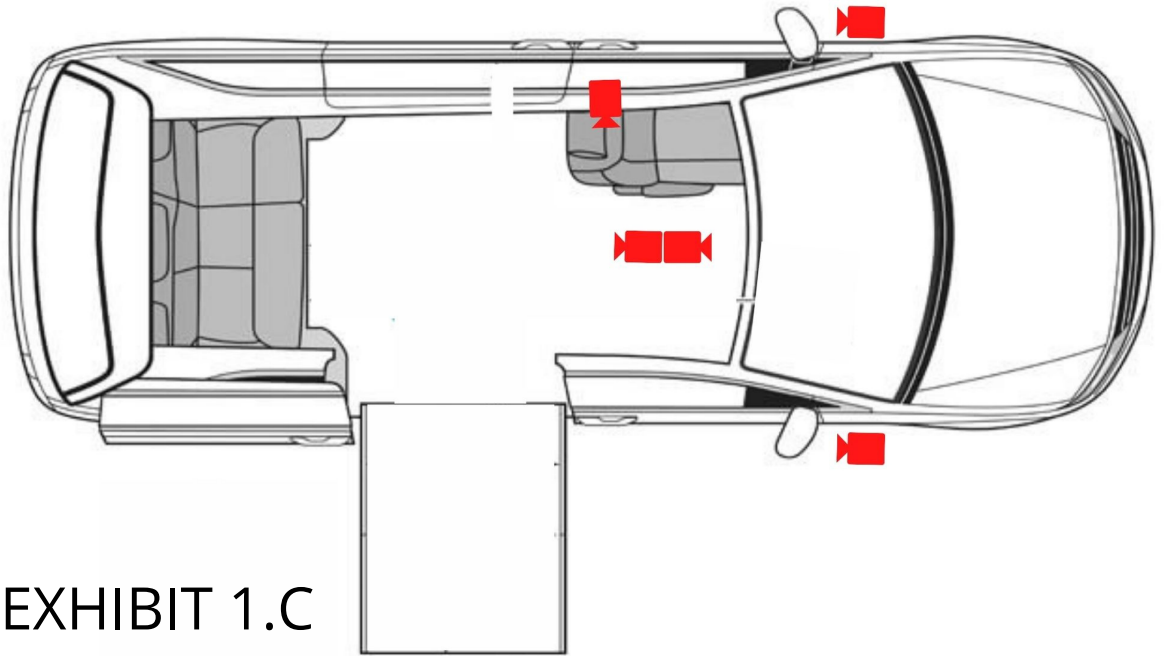


EXHIBIT 1.C