



2222 Cuming Street, Omaha, Nebraska 68102-4392
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Operated by Transit Authority of the City of Omaha

May 10, 2013

RE: Request for Proposals Project No. NE-90-XO96 GRANT / Specification No. 08-13

Dear Sir or Madam:

The Transit Authority of the City of Omaha, d/b/a Metro is requesting proposals to provide Cleaning Services (“Services”) for Metro’s Transit Fleet Interiors and Passenger Amenities (Transit Centers and Bus Stop Shelters) for a three-year term with two one-year renewal options. The project shall commence Monday, July 1, 2013, or other mutually agreeable date.

Proposals submissions can be for: a) both the Transit Fleet Cleaning and Passenger Amenities, or b) proposed for one or the other only; and, must be received by Metro no later than 1:00 PM CST, Monday, June 3, 2013.

Services shall be performed in accordance with the requirements and Scope of Work stated in this Request for Competitive Proposals Package (“RFCP”).

Proposals shall include five hard copies (One original plus four copies and marked as such).

A pre-proposal meeting will be held at 3:30 p.m., on Friday, May 17, 2013, at Metro Transit, 2222 Cuming Street, Omaha, NE. Attendance is strongly recommended but not required.

As the Authorized Metro Contact, all correspondence regarding this RFCP must be directed in writing to me, Ms. Lauren Cencic, Metro Grant Administrator, via email / mail on Attachment “G” included in this RFCP package. Correspondence shall be considered accepted only upon acknowledged receipt by myself or designee. All correspondence that I determine pertinent to the project will be answered by Addendum and provided to all receiving this RFCP package. Addendum(s) will be disseminated by email and / or mail.

The right is reserved to reject any and all proposals, to waive any informalities and irregularities in the proposal submission process, to negotiate with any proposers, and to accept proposals which are considered to be in the best interest of Metro.

Upon request, alternative formats of this RFCP will be produced. For these and other accommodations, please contact me by email me or (Voice) 402.341.0800, ex 2600 / or ask for me at TTY 402.341.0807.

Metro is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective supplier on the basis of race, religion, color, sex, age, national origin, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful proposer will be required to comply with all EEO federal, state, and local laws and regulations.

Sincerely,

A handwritten signature in blue ink that reads 'Lauren Cencic'.

Lauren Cencic
Grant Administrator



**METRO TRANSIT
REQUEST FOR COMPETITIVE
PROPOSALS
CLEANING SERVICES
For
Transit Fleet Interiors
Transit Centers / Bus Stop Shelters**

Project No. NE-90-XO96 GRANT / Specification No. 08-13

Authorized Contact

Grant Administrator
2222 Cuming Street,
Omaha, NE 68102

lcencic@ometro.com

Voice 402.341.0800, ext. 2600

TTY 402.341.0807

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REQUEST FOR COMPETITIVE PROPOSALS

("RFCP")

PROJECT NO. NE-90-X096; SPECIFICATION NO. 08-13

I. INFORMATION FOR BIDDERS

The Transit Authority of the City of Omaha, d/b/a Metro ("Authority"), requests written Competitive Proposals ("Proposal") from responsible, qualified Persons for cleaning services for transit fleet interiors and transit centers/bus stops. Applicants may submit proposals for the transit fleet interiors; bus stop shelters/transit centers; or both scopes of work.

The successful Applicant will be awarded a Contract for the Work, which may be conditioned upon approval by the FTA. The award of a Contract shall not be final and binding upon the Authority until all necessary approvals have been obtained and all preliminary conditions of the Contract Documents have been fulfilled. The Contract will be awarded within 60 days following the Proposal deadline to the Applicant submitting the Proposal that conforms in all material respects to this RFCP and that under the totality of the circumstances is considered most advantageous to the Authority. The Contract will be awarded by resolution of the Board of Directors for the Authority. Each Applicant will be notified of the award in writing.

Subject to any extension provisions contained in the Contract Documents, the Contract generally requires that the Contractor will commence Work no later than July 1, 2013 and shall complete the Work by no later than June 30, 2016, assuming, in each instance, that the Contract is awarded on or before July 1, 2013.

Before submitting its Proposal, all potential Applicants should become familiar with all aspects of this RFCP, including any Laws governing the Work, the Contract or the Project.

This Request for Competitive Proposals ("RFCP") shall consist of those documents included in this solicitation including all Attachments and Exhibits together with any Addenda that may be issued by the Authority prior to the Proposal deadline. Applicants are responsible for making certain that all materials have been obtained.

Pre-Proposal Meeting:

A Pre-Proposal Meeting and tour will be held at Metro, 2222 Cuming Street Omaha, NE, at 3:30 p.m., on Friday, May 17, 2013. Attendance is strongly recommended but not required. Prospective responders are independently responsible for visiting Passenger Amenities (Transit Centers and Bus Stop Shelters).

Transit Center locations:

Westroads, 1099 North 102 Street, (N 102nd and Nicholas), Westroads Mall - Parking Lot, NW corner;
Benson Park, 709 Military Avenue, (between Military and Ames Avenue and Bakers), 4405 N. 72 Street;
North Omaha, 4308 N 30 Street; south of Omaha Police – Northeast Precinct Station, 4316 N 30th Street;

Proposal Deadline:

All proposals are due by 1:00pm CST, Monday, June 3, 2013. Proposals should be sent or delivered to Metro Attn: Grant Administrator at 2222 Cuming Street, Omaha NE 68102.

Proposal Requirements:

All bidders must submit (5) complete Proposal sets

All Proposals must include:

- Table of Contents
- Cover Letter
- Proposal Coversheet (Attachment B)
- Price Schedule Forms (Note: All addenda must be acknowledged on this form; Attachments C and/or D)
- Executed Lobbying Certification (Attachment E)
- Executed Buy America Certification (Attachment F)
- Proposal description (See section 5 for instructions)
- Contact information for Bidder
- Copies of all current applicable licenses and certifications
- Contact information for at least three (3) firm references

II. GENERAL CONDITIONS AND REQUIREMENTS

GENERAL CONDITIONS

1.0 Definitions. Whenever used in this RFCP, the following capitalized and other terms shall have the meaning ascribed to them set out below, and as may otherwise be defined in this RFCP.

ADDENDUM	A written amendment or modification to the RFCP, issued by the Authority in conformity with the RFCP.
APPLICANT	Person who submits a Proposal. The term "Bidder", "Offeror", or "Respondent" is occasionally used in the Laws or Contract Documents to mean the Applicant or the Contractor. Such term shall therefore be construed to apply to Applicant whenever the context shall require.
AUTHORITY	Transit Authority of the Authority of Omaha d.b.a. Metro. The term "Metro" is occasionally used in the Laws or Contract Documents to mean the Authority.
CONTRACT	The agreement between the Contractor and the Authority to perform the Work for the Project. The Contract shall consist only of the Contract Documents, including: their respective covenants, terms, conditions and other provisions; and any exhibits, schedules, drawings, specifications or other instruments or documents referenced in, by, or otherwise incorporated into, any Contract Documents. To the extent there exists any inconsistency among the Contract Documents, that which is deemed by the Authority to be most advantageous shall apply. The performance of the Contractor, including that of its Subcontractors, shall conform to, and shall be consistent with, the Contract. The Contract shall continue until the completion of the performance of the Work, unless earlier terminated as provided in Section 1.4.
CONTRACT DOCUMENTS	The Contract Documents shall mean and include: the RFCP; the Proposal/Bid, including any permitted or negotiated modifications/ amendments thereto; the executed Pricing Schedule; any executed Acknowledgement of Addenda; any Request for Clarification and Approved Equal; any executed Certification required by the RFCP (see, Attachment "D" and Attachment "E"); the Contract award; all bonds and policies or evidence of insurance; any separate written agreements between the Authority and the Contractor related to the Project or the Work, including, if required, a duly executed and completed contract; any other material or document designated by the Authority as a Contract Document.
CONTRACTOR	The Applicant receiving the award of a Contract. Unless otherwise required by this Contract, references to the Contractor shall include Contractor and Subcontractors, including its and their employees, agents, successors and assigns. The term "Bidder" or "Offeror" is occasionally used in the Laws or Contract Documents to mean the Applicant or the Contractor. Such term shall therefore be construed to apply to Contractor whenever the context shall require. Similarly, the term "installer", "third party contractor", "lower tier participant" shall therefore be construed to apply to Contractor whenever the context shall require.
DAYS	Days shall mean business days unless otherwise expressly provided.
D.O.T.	Department of Transportation.
F.T.A.	Federal Transit Administration.
INCLUDING	The term "including" shall mean "including without limitation", whether or not expressly so provided.
LAW	The laws of the State of Nebraska applicable to the Project and the Work, any local ordinances applicable to the same and, except to the extent prohibited by the laws of

the State of Nebraska, any existing or future requirement, provision, condition of any federal law, rule, regulation, order, policy, directive, or procedure governing the Project or applicable to the Work, including those federal requirements included, identified or referenced in Attachment "A" to this RFCP. Contractor shall at its own expense secure any and all licenses, permits or certificates that may be required by any Law for the performance of the Work. The Contractor shall observe and comply with all Law in its performance under the Contract and shall assure the same from its Subcontractors. In the event the Laws should be amended, repealed or replaced, or otherwise become applicable, Contractor shall promptly conform its performance and that of its Subcontractors to comply, and the Contract shall continue in full force and effect.

MASTER AGREEMENT	Agreement between the F.T.A. and the Authority.
PARTY(IES)	The Authority or the Contractor individually (or collectively).
PERSON	"Person" shall mean any individual or entity, including any corporation, partnership, sole proprietor or LLC.
PROJECT NO.	Authority Project No. <u>NE-90-X096</u> . All written correspondence from a Party in connection with the Contract Documents, the Contract or the Work shall reference the Specification No. and the Project No.
PROJECT COMPLETION DATE	The date designated in the Contract Documents for completion of the Work, as extended in conformity with the Contract Documents.
PROPOSAL	A timely written response to this RFCP that complies in all material respects to this RFCP and includes a proposed price for the Work. The Proposal shall include any forms, Certifications or other materials required by the RFCP. The term "Bid" or "Offer" is occasionally used in the Laws or Contract Documents to mean the Proposal and shall be so construed whenever the context shall require.
RFCP	This Request for Competitive Procurement for Project No. <u>NE-90-X096</u> : Specification No. 08-13, issued <u>May 10, 2013</u> , consisting of those items identified on page 1, together with any Addendum.
RECIPIENT	The Authority.
SPECIFICATION NO.	Authority Specification No. <u>08-13</u> . All correspondence from a Party in connection with the Contract Documents, the Contract or the Work shall reference the Specification No. and the Project No.
SPECIFICATIONS	The Project/Work Specifications included in this RFCP in Sections 7 and 8.
SUBCONTRACTOR	Any Person with whom the Contractor subcontracts any Work, including any Person from whom Contractor may purchase any equipment, materials or services. All agreements between Contractor and Subcontractors shall be in writing, conform to the Laws and shall be assignable, without penalty or modification, to the Authority upon request in the event of termination of the Contract.
SUB-RECIPIENT	A Person to whom the recipient distributes federal funds.
WORK	The work and performance required by the Contract, including all tangible and intangible property (including, unless otherwise expressly provided in Attachment CF or the Specifications, all designs, drawings, photographs, data, specifications, computer records and software, lists, manuals, reports, research, source codes, all related information, intellectual/proprietary property rights therein and thereto), all licenses, purchases, construction, installation, labor, materials, equipment and services contemplated, made, prepared, developed, provided or to be made, prepared,

developed, provided by the Contractor, including its Subcontractors. Unless otherwise provided in Attachment CF or the Specifications, all Work, including partially completed Work, shall be the property of the Authority, subject to the rights of the United States therein and thereto.

1.1 Responses to RFCP.

1.1.1 Responsive Proposals.

- (a) The Authority will evaluate only those Proposals which are fully responsive to this RFCP and which are received by the Authority before June 3, 2013 at one o'clock p.m., or as extended by Addendum. Each Applicant shall submit 5 copies of its Proposal to the Authority, addressed as follows:

Grant Administrator
Transit Authority of the City of Omaha
2222 Cuming Street
Omaha, Nebraska 68102-4392
Project No. NE-90-X096 Specification No. 08-13

All Proposals become the property of the Authority.

- (b) The Authority reserves the right in its discretion: to amend the RFCP at any time prior to the Proposal deadline by Addendum; to reject all Proposals; to waive minor irregularities contained in any Proposal; to rely upon any information obtained through its own investigation of the Applicant or its Proposal or that of any department, agency or any other appropriate governmental entity; and to withdraw the RFCP at any time, including after the Proposal deadline, without the award of a Contract.
- (c) An Addendum to this RFCP shall be forwarded only to those Persons who have requested a copy of this RFCP in writing and who have provided an address, telefax or similar means of communication for such purposes to the Authority pursuant to Section 1.2.5 of this RFCP. Any Person who may have received a copy of this RFCP from the Authority or other sources without a written request to the Authority for the same must comply with this requirement. The Authority shall not be responsible should any Person failure to receive such Addendum or notice.
- (d) Proposals may be withdrawn or modified by Applicant upon written request referencing the appropriate Project and Specification numbers addressed to the Grant Administrator prior to the Proposal deadline. Whenever sealed Proposals have been required, modifications shall also be sealed and shall be submitted to the Grant Administrator, clearly marked "MODIFICATION TO SEALED PROPOSALS". Except as required by Section 1.2.4 of this RFCP, modifications will be accepted and considered only if received prior to the Proposal deadline. All modifications shall clearly identify how and to what extent the Proposal is being modified. Where appropriate, the required number of copies of substitute forms, documentation and other materials shall be included with the modification. Sealed Proposals that are withdrawn shall be returned unopened by the Authority.
- (e) Notwithstanding Section 1.1.1(d) of this RFCP, the Authority may request additional or clarifying information from an Applicant at any time. If only one Proposal for the Work is received, a detailed cost proposal may be requested of the single Applicant. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal to determine fair and reasonable price. All responses from Applicant shall be in writing.
- (f) If bid security is required by Section 1.1.5(a) of this RFCP, then Applicant shall include such security with the submission of its Proposal. The security shall be conditioned upon (i) the Proposal remaining firm for a period of 60 days after the Proposal deadline (and thereafter as extended by Applicant in writing upon request of the Grant Administrator. In the event an Applicant shall refuse to extend its bid security when requested to do so, Applicant's Proposal shall be deemed to have been withdrawn.), (ii) the successful Applicant's execution and delivery of all such other and additional instruments and documents required by the RFCP as a condition of the Contract, including the form of Contract, bonds and certificates or other evidence of policies of insurance. Retaining the proceeds of the bid security shall

not constitute a waiver of any other rights, remedies or recourse available to the Authority in the event a successful Applicant shall fail to enter into the Contract or to perform its obligations thereunder.

- (g) All Proposals shall specify, on forms provided, in words and figures, the contract price, payment terms and other applicable material provisions. Subject to the negotiation process contemplated by Section 1.1.2 of the RFCP, the Proposal shall confirm that all material provisions of the Proposal, including prices, shall remain firm through the Project Completion Date, unless otherwise expressly permitted by the Specifications. The Authority is exempt from payment of federal excise and transportation tax, and Nebraska Sales Tax. These taxes shall not be included in the price for any Proposal.
- (h) Not used
- (i) No Proposal shall be considered compliant or responsive unless it materially complies with the RFCP in its entirety, completely and accurately responds to all parts of the RFCP and includes all information requested. Without limitation to the generality of the preceding sentence or any other provision of this RFCP, Proposals may be found not to be compliant or responsive if Applicant:
- Misrepresents any material fact.
 - Attempts to evade any material provision or requirement of this RFCP.
 - Fails to include the bid security required by Section 1.1.5 of this RFCP.
 - Fails to indicate in numbers and words, any amounts required to be identified.
 - Fails to timely submit a duly authorized and executed Proposal.
 - Submits a conditional Proposal, or a Proposal that takes exception to the Specifications, the RFCP or any other Contract Document.
 - Fails to adequately demonstrate its ability to perform or timely perform the Project and the Work in compliance with the Contract.
 - Fails to fully execute or complete any forms, schedules or exhibits required by this RFCP to be executed or completed.
 - Otherwise fails to comply with any material provision or condition of this RFCP.
- (j) Copies of responsive competing Proposals shall not be made available to Applicants earlier than June 15, 2013. Upon written request, Applicants and other interested Persons may inspect Proposals without charge during regular Authority hours commencing June 15, 2013. Applicants should be aware that the Authority is a public body to which the public records laws of the State of Nebraska may apply. The Authority shall take reasonable steps to notify the Person designated by the Applicant in the Proposal of any request by any Applicant or other Person to obtain copies of, or to otherwise review information, clearly identified in the Proposal as “Confidential Information”. The Authority expressly disclaims any further obligation or undertaking to otherwise protect the confidential nature of any information contained in any Proposal.

1.1.2 Preliminary/Other Conferences. The Authority may hold preliminary conference(s) prior to the Proposal deadline. Should the Authority make that determination, notice shall be provided to those Persons identified, and as set forth, in Section 1.1.1(c). This solicitation is intended to be a competitive proposal procurement. Following the Proposal deadline, the Authority may hold a conference with some or all Applicants for the purpose of facilitating the Authority’s review of the Applicant’s Proposal, including further negotiation of the price or other material provisions of the Proposal to the extent permitted by the Laws. The appropriate Applicant will be notified in writing of the time and date of any such conference. Applicant’s failure to attend any scheduled conference will disqualify the Applicant and its Proposal from further consideration.

1.1.3 Requests/Specified Parts and “Approved Equals”.

- (a) This RFCP shall be the Authority’s official Request for Competitive Proposals. No change can be made to this RFCP except in writing in the form of an Addendum signed by the Grant Administrator, in which event notice shall be provided to those Persons identified, and as set forth, in Section 1.1.1(c). Other than a request for the RFCP, no inquiry concerning the RFCP shall be made except for clarification and as provided in Section 1.1.3(b). All such requests must be made in writing on the form required and reference the Project and Specification numbers. Requests for clarification shall include an explanation detailing why clarification is necessary. All requests must be received by the Authority by the deadline specified in this RFCP or as extended by Addendum.

- (b) In all cases, material must be furnished as required by the Specifications. Where brand names or specific items or processes are used in the Specifications, consider the term “approved equal” to follow. However, no “approved equal” shall be allowed unless accepted by the Authority following Applicant’s written request therefor. Applicant may also request substitutions if the proposed substitution is equal in all material respects to that which has been specified. All such requests must be made in writing on the form required and reference the Project and Specification numbers. All requests must be received by the Authority by the deadline specified in this RFCP or as otherwise modified by addendum. The Authority may deny any such request in its absolute discretion. Nothing in this Section 1.1.3 shall be construed to require the Authority to accept any substitution or proposed equal. Each request shall include only the most recent relevant objective information, documentation or support considered necessary by the Applicant. All information shall be completely accurate in all material respects, and shall be intended to demonstrate “equal” status in connection with suitability, physical, functional, performance, technical and other salient characteristics to that which has been specified. The Applicant may be required to supply the Grant Administrator with additional performance data, samples, special guarantees and other appropriate support or documentation as a condition of Authority’s acceptance.
- (c) All requests to the Authority made under this Section 1.1.3 should be addressed as follows:
- Grant Administrator
Transit Authority of the City of Omaha
2222 Cuming Street
Omaha, Nebraska 68102-4392
ATTN: “REQUEST: Project No. NE-90-X096; Specification No. 08-13”
- (d) The Authority shall respond to all Section 1.1.3 requests in writing in the form of an Addendum prior to the Proposal deadline, in which event notice shall be provided to those Persons identified, and as set forth, in Section 1.1.1(c). Copies of the response in the form of an Addendum shall be sent to all Persons complying with Section 1.1.1(c) of the RFCP. The Authority shall not be responsible should any such Person failure to receive such Addendum.
- (e) The Authority shall not be obligated to extend the Proposal deadline in the event of an approved request for clarification, substitutes or proposed equal, but may do so in its absolute discretion.
- (f) The Authority may reject any request for a substitute or qualified equal made by any Contractor following the award of the Contract, in its absolute discretion.

1.1.4 Protests.

- (a) Protests made in connection with this RFCP, including the protest of a denial or approval of any request made pursuant to Section 1.1.3 shall be made in writing received by the Grant Administrator by no later than ten (10) days before the Proposal deadline. Protests shall be limited to those allowable by, and made in compliance with, the procedures established by the Authority, copies of which may be obtained from the Executive Director of the Authority upon written request. All protests shall be concise, direct and sufficient to permit the Authority to determine the full and complete basis therefor, fully supported by all current, relevant objective information, documentation or support considered necessary by the Applicant that is completely accurate in all material respects. The Authority shall decide the protest by no later than five (5) days prior to the Proposal deadline. Procedures for appeals from any such decision are set forth in the Authority’s protest procedures.
- (b) Appeals from the award of a Contract must be made in writing received by the Executive Director of the Authority not later than ten (10) days after the earlier of the award of the Contract or the announced intention of the award of the Contract. Appeals shall be limited to those allowable by, and made in compliance with, the procedures established by the Authority, copies of which may be obtained from the Executive Director of the Authority. All appeals shall be concise, direct and sufficient to permit the Authority to determine the full and complete basis therefor, fully supported by all current, relevant objective information, documentation or support considered necessary by the Applicant that is completely accurate in all material respects. Procedures for appeals from any such decision are set forth in the Authority’s protest procedures.

- (c) The filing or approval of any protest or appeal may result in the extension of the Proposal deadline, the issuance of an Addendum, the withdrawal of the RFCP or the reconsideration of any award of a Contract, in the sole discretion of the Authority.
- (d) In the event of an appeal from the award of a Contract, the award shall not be considered final or binding upon the Authority unless the award is thereafter confirmed in writing by the Executive Director.
- (e) For information purposes only, each Applicant should understand that the FTA will not accept any protest or appeal from any decision of the Authority unless the Authority fails to have any written protest procedures, the Authority fails to follow such procedures or the Authority fails to review a timely protest. An Applicant must exhaust all administrative remedies with the Authority before pursuing a protest with FTA. An appeal to FTA must be received by the appropriate FTA regional or Headquarters Office within five (5) working days of the date the Applicant knew or should have known of the violation.

1.1.5 Insurance and Bonding Requirements. The requirements identified below shall apply to any Proposal or Contract related to this RFCP. Any Proposal which fails to include, or takes exception to, any such requirement shall be considered non-responsive and will be rejected.

- (f) Insurance Requirements.
Contractor shall at its own cost and expense procure and maintain those policies of insurance specified in this RFCP. All policies of insurance shall be from an insurer authorized to do business in Nebraska and acceptable to the Authority. The Authority shall be named an additional insured under all required policies of insurance and coverage. Said insurance shall contain a non-cancellation provision requiring 30 days notice to the Authority prior to cancellation of coverage.

1.2 Applicant's Identification.

- 1.2.1 Responsible Individuals. Whenever the identification of any individual is required by this RFCP, Applicant shall provide full and complete identification, including the individual's: full name; current address; date of birth; social security number; the full nature and extent of the individual's interest, affiliation, capacity or other relationship with Applicant; the individual's anticipated responsibilities, obligations, liabilities in connection with the Work, the Proposal or the Contract.
- 1.2.2 Other Responsible Persons. Whenever the identification of any Person, other than an individual, is required by this RFCP, the Applicant shall provide full and complete identification, including the Person's: full name and current address; date and place of organization; employer identification number; documentation evidencing organization and authorization to do business in Nebraska; and its anticipated responsibilities, obligations and liabilities in connection with the Work, the Proposal or the Contract.
- 1.2.3 Applicant Identity. Applicant shall identify itself, and all Persons who will act, directly or indirectly, as a Subcontractor in connection with the Work, the Proposal or the Contract. No Subcontractor shall be permitted to perform under the Contract without approval from the Authority, unless so identified.
- 1.2.4 Continued Identity. Applicant shall, in the form of written supplements to its Proposal addressed to the Authority Administrator, keep continuously current through the award of the Contract all information provided pursuant to Section 1.2 of this RFCP, including Sections 1.2.1 and 1.2.2.
- 1.2.5 Designated Recipient of Notice. Applicant shall designate a Person to receive copies of any correspondence, approvals or notice contemplated by the Contract from the Authority. Identification shall include a telephone number, address, telefax number, hours of business and any other information appropriate to enable the Authority to provide any notice.
- 1.2.6 Designated Authorized Representative. Applicant shall identify the individual(s) who shall have authority to bind the Applicant/Contractor in any matter related to the Proposal, Contract or Work.

1.3 Proposal Narrative.

1.3.1 Narrative Proposal/Statements; Qualifications; Work Descriptions. Each Applicant shall provide, in narrative form, and separate from any pricing or cost information a statement, to be used and incorporated into the its Proposal and the Contract, completely describing the Applicant's qualifications and means, methodology or other appropriate commentary for undertaking, performing and completing the Work in conformity with the Contract Documents. Proposals shall be made in an appropriate format and should demonstrate in all material respects Applicant's compliance with the RFCP and its ability to perform the Work in accordance with the Contract Documents, including this RFCP, Specifications and Attachments/Exhibits. Exhibits, schedules, designs, schematics, photographs, drawings, data, documents, records and other supporting or supplemental information considered necessary to the Proposal shall be included and clearly labeled as such. The statement shall be in sufficient detail to permit the Authority to fully determine and evaluate the Applicant, its qualifications and its proposed performance, the complete nature and content of any significant aspect of the same, its ability to meet deadlines, including the Project Completion Date and the Applicant's ability, in conjunction with Subcontractors if applicable, to undertake, perform and complete the Work in conformity with the Contract Documents. For purposes of this Section 1.3.1, "Applicant" shall mean and include Applicant and any other Person or entity identified pursuant to Sections 1.2.1 and 1.2.2 of this RFCP. The statement should include:

- (a) Applicant's prior experience and success in performing the Work or matters related to the Proposal, including a complete history of any of Applicant's performance of the Work contemplated by the RFCP or its Proposal.
- (b) The location, duration and complete description of each similar activity and the related operations, results and so forth; if provided pursuant to a service, management or other contract or arrangement, identification of all contracting parties, including third party beneficiaries, a contact Person for each and an unredacted copy of each written contract or agreement; a description of the activity and any regulatory environment.
- (c) Adequate documentation and supported to evidence Applicant's ability to implement and perform the Work and each aspect of its Proposal in respect to the same.
- (d) A detailed description and documentation of sufficient existing and proposed financial resources necessary to adequately evidence Applicant's ability to satisfy all of its financial and other responsibilities under the Contract and to fully implement and perform its Proposal. Information shall include duly verified and current financial statements of the Applicant and each Person or entity identified pursuant to Sections 1.2.3 or 1.2.4 who is to provide equity or other financing for the proposed Contractor's Operations. "Current" shall mean not older than six months.
- (e) All documentation and other materials required by the Specifications by reference to the appropriate provision of the same.
- (f) All of the Work, including all interim tasks, necessary to complete the Work/Contract and to fulfill the Contract and its Proposal, including a detailed plan that sets out the milestone schedule for the performance of the Work; any factor, occurrence, or event that may affect Contractor's ability to meet the requirements of the Contract, or that is likely to occasion any material delay in completion or performance of the Work.
- (g) Standard time and material rates applying to the Contract, including any adjustment applicable because of a change in the Work, whether by Change Order, Work Change or otherwise.
- (f) Not used.
- (g) Any other information tending to support its qualifications to perform the Work and its ability to implement and perform the Work, the Contract and the Proposal.

1.4 Termination.

1.4.1 Termination for Convenience by Authority.

- (a) Any Contract, or any part thereof, awarded by the Authority pursuant to this RFCP shall be subject to termination at any time by the Authority upon notice in writing to be effective as of the date of receipt of such notice. Upon receipt of such notice, Contractor shall, unless otherwise specified in the notice,

immediately stop all Work and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to Subcontractors to cease all related Work. In the event this Agreement is terminated by application of this Section 1.4., Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section 1.4.1(b). Contractor waives any other right, remedy or recourse of any nature whatsoever it may have now or at any other time against the Authority and the FTA.

- (b) In the event of termination for convenience pursuant to Section 1.4.1, Authority shall be responsible to pay the Contractor only for all authorized Work performed up to the date of termination and conforming to the Contract, without allocation of profit for unperformed, remaining or incomplete Work. In no event shall the aggregate charges to be paid by Authority pursuant to the preceding sentence exceed resulting from the percentage of the completed Work to that remaining multiplied by the aggregate Contract price. In the event of such termination, Contractor shall have no recourse against Authority except as earlier stated in this Section 1.4.1(b) and as follows: Contractor shall be entitled to receive reimbursement from Authority an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Contractor in withdrawing its equipment and personnel from the Work and otherwise demobilizing; (ii) the actual, reasonable and necessary costs reasonably incurred by Contractor in terminating those contracts, not assumed by Authority, for Subcontractors; (iii) provided, however, Contractor shall not be paid for any Work after receipt of such notice or for any costs incurred by Subcontractors after receipt of Customer's termination notice, or for Work which Contractor could reasonably have avoided Contractor. Contractor shall document any cost claimed by it to Authority's reasonable satisfaction and shall supply Authority with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Authority for the amount of reimbursement claimed by Contractor with all supporting information and requisite documents. Unless disputed in good faith by the Authority, Customer shall be paid such amounts within thirty (30) business days after Customer delivers all Work, completed or not completed, in its then current form, free and clear of all liens and assigns to Authority together with any subcontracts, duly assigned, that Authority is willing to assume.

1.4.2 Suspension by Authority. Upon seven (7) days' prior notice, the Authority may suspend, delay, or interrupt for up to six (6) months the Work or the Project for the convenience of the Authority. Nothing in this Section 1.4.2 shall be construed to apply to any such suspension, delay or interruption caused by an event of force majeure (as defined by the Contract Documents). In the event such suspension, delay, or interruption causes a change in Contractor's cost or time required for performance of the Work, the Parties will agree on an equitable adjustment through a written amendment to the Contract to be signed by Authority and Contractor. A suspension may be withdrawn by Authority upon five (5) days' written notice to Contractor. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Authority and Contractor shall be compensated by Authority as if this were a termination for convenience under Section 1.4.1.

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

- (a) Terminate the Contract effective immediately upon Contractor's receipt of written notice from Authority specifying any of the following events:
- (i) Insolvency of Contractor.
 - (ii) The filing of a meritorious petition of bankruptcy by or against Contractor or the filing of any petition by Contractor seeking protection under Chapters 7, 11 or 13 of the United States Bankruptcy Code.
 - (iii) The conviction of Contractor of a felony in connection with the Work.
 - (iv) Except as provided in Section 1.4.3(b)(i), the failure to materially comply with any of the Laws.
 - (v) Any attempt to evade any material provision of the Contract or to practice any fraud or deceit upon Authority.
 - (vi) The failure of Contractor or any of its Subcontractor's to fully comply with the lawful directives or cooperate with requests of Authority inspectors or other officials administering or monitoring Work, including any federal, state or other public authority.
 - (vii) The failure to provide any required bond within ten (10) days of notice of the award of the Contract.
 - (viii) Any material misrepresentation by Contractor made at any time.

- (ix) Contractor improperly assigns or attempts to assign the Contract or any of the Work.
 - (x) The failure to properly maintain, provide or permit Authority access to any books, records, bank accounts or documentation related to the Contract.
- (b) Terminate the Contract, if any of the following (which shall also constitute a material default or breach of the Contract) is not cured to the satisfaction of the Authority within the earlier of thirty (30) days or the time prescribed therefor, in either event from the receipt of written notice from the Authority specifying such breach or default:
- (i) Contractor fails to conform operations which are in violation of the Laws because of a change in the Laws within 30 days following the effective date of such change.
 - (ii) The failure to promptly pay any sums due to Authority within 5 days of notice.
 - (iii) Contractor refuses or fails to timely commence or perform the Work.
 - (iv) Contractor refuses or fails to supply enough properly skilled workers, or proper materials or Subcontractors to timely perform the Work.
 - (v) Contractor fails to comply promptly with rejection notices or notices to correct defects in the Work.
 - (vi) Contractor causes or permits any repudiation, lapse or cancellation of performance or other security required by Section 1.1.5.
 - (vii) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section 1.4.3.

Termination under this Section 1.4.3(b) shall be effective as of the expiration of the period so specified without the necessity of further action by the Authority.

- 1.4.4 Wrongful Termination by Authority. In the event the Authority shall wrongfully terminate the Contract, unless otherwise agreed by the Parties in writing, to re-instate or otherwise continue the Contract in accordance with its terms, the Authority's termination shall be construed to be a termination for convenience and Section 1.4.1 shall apply.
- 1.4.5 Future Breach not Waived. No waiver by Authority of any breach or default by Contractor under the Contract shall operate or be construed to operate as a waiver of any other existing or future breach or default, whether of a similar or different character. Failure of the Authority to insist upon strict performance of any provision under this Agreement shall not constitute a waiver of, or estoppel against asserting the right to require strict performance of any other provision of this Agreement or the same provision in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later default or breach. No waiver by any Person of any default by any Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release of, said Party from performance of any other provision, condition or requirement herein; nor shall such waiver be deemed to be a waiver of, or in any manner a release of, said Party from future performance of the same provision, condition or requirement. Any delay or omission of any Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. No waiver of a right created by this Agreement by one or more Parties shall constitute a waiver of such right by the other Parties except as may otherwise be required by law with respect to Persons not parties hereto. The failure of one or more Parties to perform its or their obligations hereunder shall not release the other Parties from the performance of such obligations.
- 1.4.6 Contractor's Right to Terminate. Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section 1.4.6. In the event that the Authority fails to timely pay to Contractor any undisputed amounts due pursuant to the terms of the Contract, Authority shall be in default under this Contract and Authority shall be allowed thirty (30) days from receipt of a written notice of such default from Contractor in which to cure such default, after which Seller may immediately terminate this Contract by written notice to Buyer. Any amount disputed by Authority to be due under this Contract must be disputed in good faith.
- 1.4.7 Waiver of Contractor's Other Remedies. Except as provided in Section 1.4.3(b), Contractor waives any claim or other right it may have to proceed in law or equity against Authority or to otherwise obtain any money or any damages under or in respect to this Contract for any wrongful or other termination or for any default or breach in the keeping or performance of any warranty, covenant or obligation under or in respect to this Contract by Authority or for any other act, operation or omission of Authority in respect to the Contract, under any theory whatsoever.

1.4.8 Dispute. Continuing Performance. In the event of any dispute between Authority and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section 1.4.8. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha, Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Authority or Contractor set forth in this Section 1.4 to terminate the Contract. In addition to the specific rights of termination and suspension as set forth in Section 1.4, Authority and Contractor shall have also available the remedy of specific performance to enforce this Section 1.4.8, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section 1.4.8.

1.5 Warranties of the Parties.

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

- (a) It is duly organized and existing under and by virtue of the laws of the state of its organization and has the power and authority to own its properties and to carry on the business as presently conducted and as represented and to do business in the State of Nebraska.
- (b) It has all requisite corporate power and authority to execute, deliver and perform the Proposal and Contract; the Proposal and the Contract have been duly authorized, executed and delivered, and as such, constitute its valid and binding obligation, enforceable in accordance with its terms and conditions.
- (c) Performance of the Contract will not violate, or be in conflict with, or result in a material breach of, or constitute a default under, any material agreement, order, judgment, or decree to which it is a party or by which it is bound.
- (d) It has examined or is familiar with all current Laws and shall undertake its performance under the Contract in conformity with the same.
- (e) The representations made in the Contract, including the Certifications made in its Proposal are true, accurate and complete in all respects.
- (f) To the best of its knowledge, after due and diligent inquiry, no elected official of the Authority of Omaha, and no member of the Board of Directors of the Authority nor any the Authority's officers or employees is employed by, or has a financial interest, direct or indirect, in the Contract, the Applicant, the Contractor or any Subcontractors.
- (g) It shall execute and deliver all such other and additional instruments and documents and to do such other acts and things as may be reasonably necessary more fully to effectuate the Work and the Contract. Without limitation to any of the foregoing, all warranties required by the Contract or otherwise applicable to the Work shall be assignable to the Authority upon the completion of the Work or any termination of the Contract.

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

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

1.6 Miscellaneous Matters.

1.6.1 Severability. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract, nor shall the invalidity or unenforceability of a portion of any provision of the Contract affect the validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect, provided however, if in the sole opinion of Authority, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect Authority’s rights under the Contract, the Authority may terminate the Contract as set forth in Section 1.4.1(a).

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

1.6.3 Complete Agreement. The Contract constitutes the entire agreement between the Authority and Contractor and supersedes any other agreement or understanding between them. Should the Authority determine that any material provision of the Contract is adversely affected by the subsequent action of the state or federal government (as determined by the Authority in its sole and absolute discretion), the Authority shall have the right to modify the provisions of the Contract to such extent as may be necessary to carry out its original full intent and purpose, otherwise the Contract shall be not be amended or otherwise modified except as required by changes in Law, Sections 1.6.1 or by written mutual agreement of the Parties. All modifications shall be effected by Authority only as permitted by its internal control provisions, which shall be made available from the Grant Administrator. Any amendments or modifications to this Agreement shall be binding upon Contractor’s guarantor or surety without notice.

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

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

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

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

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

- (a) To the Authority:

Grant Administrator
Metro
2222 Cuming Street
Omaha, NE 68102

- (b) To the Contractor:

That Person identified in the Proposal for such purposes.

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

- 1.6.9 Requests/Approvals/Consents. Whether or not otherwise so specified in the Contract, all requests and any required consents, notices and approvals shall not be valid unless made in writing.
- 1.6.10 Headings. The descriptive headings of the Contract are used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.
- 1.6.11 Relationship of Parties. Nothing in the Contract shall be deemed or construed to create a joint venture, agency or any other relationship by or between the Authority and Contractor other than that of an independent contractor.
- 1.6.12 Indemnity. For purposes of this Section 1.6.12, “damages” shall mean any and all damages, loss or injury of whatsoever nature, including all claims, demands, suits, proceedings, judgments, recoveries (including any payments by Authority in respect to the foregoing pursuant to a court judgment or good faith settlement by Authority) any fine, penalty, liability, loss, any direct, special, incidental or consequential damages, any damage or injury to Person (including death or bodily injury) or property and causes of action made, asserted, sought or obtained by any private or public third Person from or against, or otherwise sustained by, Authority (including Authority's contractors, employees, licensees, officers, elected or appointed officials and all sums reasonably expended by the Authority for attorney fees in asserting or defending against such damages) whether under theories of breach of contract, tort, negligence, or otherwise. Contractor shall bear sole responsibility and be liable for, and shall hold the Authority harmless and indemnify it from and against, all damages resulting or arising from or out of or in connection with (a) Contractor’s operations, including as a result of any act, error or omission of (b) Contractor’s and its Subcontractor's (including their respective agents, employees or assigns), performance, non-performance or wrongful performance of or under the Contract or undertaken or made pursuant to the authority of the Contract, (c) any misrepresentation made by Contractor in the Contract Documents, and (d) the breach or default of any warranty. The Authority shall have the right to defend itself (or join in the defense at the cost of Contractor) from and against such liabilities and damages, unless Contractor fails to promptly or competently undertake defense on behalf of the Authority as required.
- 1.6.13 Contractor's Books and Records. Contractor shall maintain complete and accurate accounting records in accordance with generally accepted accounting practices in connection with all matters related to the Contract and the Work, including to substantiate charges on each invoice. Contractor shall also retain all such records, books, correspondence, instructions, drawings, receipts, subcontracts, agreements, commitments, purchase orders, memoranda, and other data relating to the Contract or the Work normally maintained as part of its established business operations and as may be required by Law. Contractor will permit the Authority and its representatives, at all reasonable times and as otherwise required by the Laws, access to all offices and other facilities and to all such records, to make such reasonable inspections as they may require and will cause its officers promptly to furnish them with such financial and operating data and other information with respect to the business and properties of Contractor relating to the Contract or the Work. Contractor shall preserve all such records for a period required by Law, but in no event less than five (5) years following final payment under the Contract.
- 1.6.14 Change in Work. Authority shall have the right to request Contractor to make reasonable changes to the Work (“Work Change”). Contractor shall consent to make such requested Work Changes, provided that Contractor is technically capable of making such Work Changes, and further provided that: (a) such Work Changes do not materially, individually, or cumulatively increase Contractor's expenses in providing the Work, or (b) if such Work Changes materially increase Contractor's expenses in providing such Work, Contractor agrees to bear the cost for the Work Changes at standard rates in accordance with the Contract Documents.

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

GENERAL REQUIREMENTS

1. Standards of Performance

- 1) Guarantee to perform the Services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.
- 2) Upon Metro's Notice of Failure to comply with such standards or to otherwise be in default of the contract in any manner following the Notice to Proceed, the successful respondent(s) shall immediately remedy said defective performance in a manner acceptable to Metro. Should the successful respondent(s) fail to immediately correct said defective performance, said failure shall be considered a breach of the contract and grounds for termination of the same by Metro.
- 3) In the event of any breach of this contract by the successful respondent(s), the successful respondent(s) shall pay any cost to Metro caused by said breach including but not limited to the replacement cost of such Services with another vendor. Metro reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.
- 4) In the event the successful respondent(s) is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, Metro may bar the successful respondent(s) from being awarded any future Metro contracts.
- 5) Concerns - Metro shall cooperate with the Successful respondent to fully explore any concerns regarding performance. In its evaluation of corrective actions, Metro may request the Successful respondent to provide a written explanation of corrective actions corresponding to the implementation dates as determined by Metro. Persistent failure to meet performance expectations as provided in the Contract may lead to the termination of this contract for cause.

2. Safety

- 1) Observe Metro safety policies, pertinent safety practices and comply with any applicable safety regulations.
- 2) Take all precautions necessary for the protection against injury of all persons engaged at all Metro sites in the performance of the contract.
- 3) Be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. This requirement will apply continuously and not be limited to normal working hours.

3. As Needed Services

Provide additional services that are outside of the Scope of Work in this RFCP that maybe needed due to special events, emergencies or unforeseen circumstances. Monday through Friday, these services will be ordered by Metro at unit rates. Unit prices for Services ordered for a Saturday, Sunday or Metro Observed holidays are to be listed in Attachments C and/or D.

4. Insurance Requirements

Successful respondent(s) may provide the limits of liability required by a combination of the described policy forms and an Umbrella Excess Liability Policy.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall be required to have in continuous effect insurance written for not less than the following, or greater if required by law:

1. Worker's Compensation:
 - State: Statutory
 - Applicable Federal: Statutory
 - Employer's Liability: \$100,000

2. Comprehensive General Liability (including, but not limited to, Premises Operation; Independent Contractor's Protection; Products and Completed Operations; and Broad Form Property Damage):
 - Bodily Injury: \$2,000,000 Each Occurrence
 - \$2,000,000 Each Person

 - Property Damage: \$2,000,000 Each Occurrence

Products and Completed Operations to be maintained for one year after final payment.

3. Contractual Liability
 - Bodily Injury: \$2,000,000 Each Person
 - \$2,000,000 Each Occurrence

 - Property Damage: \$2,000,000 Each Occurrence

4. Personal Injury, with Fellow Employee Exclusion deleted: \$1,000,000 Each Person.

5. Comprehensive Automobile Liability (including hired and non-owned vehicles):
 - Bodily Injury: \$2,000,000 Each Person
 - \$2,000,000 Each Occurrence

 - Property Damage: \$2,000,000 Each Occurrence

6. The Contractor may provide the limits of liability required above by a combination of the above-described policy forms and an Umbrella Excess Liability Policy.

7. For informational purposes - the Nebraska Political Sub-Division Tort Claims Act, to which Metro is bound, requires an Aggregate of \$5,000,000.

The types and levels of insurance stated herein shall provide coverage for this job only, i.e. *Event Excess Coverage*. Consult your insurance agent for details.

Certificates of Insurance shall evidence Metro as an additional insured and shall be due to Metro within 10 business days after receipt of the Notice to Proceed. Failure to comply shall result in Termination for Default by Metro.

III. PURPOSE AND BACKGROUND

A. PURPOSE

The purpose of this Request for Competitive Proposals (“RFCP”) is for Metro Transit (“Metro”) to obtain proposals from qualified and experienced firms to provide on weekdays, during daytime and evening hours, Cleaning Services (“Services”) for Metro’s Transit Fleet Interiors and Passenger Amenities (Transit Centers and Bus Stop Shelters).

Respondents are invited to submit proposals in accordance with the requirements of this RFCP, be aware careful attention must be paid to all requested items contained in this RFCP.

NOTE: Proposals submissions can be for: a) both the Transit Fleet Cleaning and Passenger Amenities, or b) proposed for one or the other only; and, must be received by Metro no later than 1:00 PM CST, Monday, June 3, 2013.

This is a multi-year RFCP to be awarded for a three-year term with two one-year options. The successful respondent(s) will be notified at least 30 days in advance if Metro intends to exercise the applicable option; however, Metro is not bound until a contract option is executed in writing.

The successful respondent(s) shall commence performance of Service(s) on Monday, July 1, 2013, or other mutually agreeable date.

Metro recognizes that respondents are likely to commit significant resources in preparation of their proposals. Further, it is in Metro’s best interest to have maximum competition among respondents to provide services in order that Metro retains the best value respondent. As such, it is in the best interests of Metro and each respondent to avoid any question whether the respondent’s proposal is responsive to this RFCP. Therefore, it is crucial that respondents thoroughly read this entire RFCP and carefully follow all instructions.

This RFCP does not commit Metro to enter into an agreement, to pay any costs incurred in the preparation of a proposal to this RFCP or in subsequent negotiations, or to procure or contract for the Scope of Work. Metro expects to negotiate a contract with the respondent it deems most advantageous to Metro.

B. BACKGROUND

Metro operates bus and ADA transit services. Collectively Metro bus service includes 31 routes: 22 fixed (operating at various levels of hours and days Sunday – Saturday) and during weekday rush hours: 7 express / commuter and 2 downtown circulators. There are eight transit centers providing multi-directional travel, approximately 75 bus shelters and the transit fleet includes roughly: 137 buses w/bike racks and 35 paratransit demand response vehicles. Free parking is offered at ten park and ride lots. In 2012 passengers trips increased 6% over 2011 (4,225,034 versus 3,987,597).

Metro’s serves the City of Omaha (Douglas County) and has contracts with contiguous political jurisdictions (PJ) and private corporations to operate transit services. NOTE: PJs operate individual paratransit services. All contracted services are incorporated in Metro’s Omaha bus services and are collectively the Metro System. Travel between a PJ to Omaha or another PJ is “seamless” with the same fare structure. PJs are: Nebraska - Ralston, Bellevue, LaVista and Papillion; and east across the Missouri River - Council Bluffs, IA. The service area encompasses 100 square miles (85%) of the Omaha – Council Bluffs Urbanized Area.

Metro’s office is located at 2222 Cuming Street, Omaha, NE 68102-0949. This location houses inside all of Metro’s operations, e.g., administrative, dispatching, customer service and fleet e.g., maintenance repairs, fueling, automated washing and overnight storage, etc.

IV. SCHEDULE AND PRE-PROPOSAL MEETING

A. **RFCP TIMELINE:** Unexpected events may cause the timeline to change.

<u>Date</u>	<u>Event</u>
May 10, 2013	Project Advertised
May 17, 2013, 3:30 PM CST	Pre-Proposal Meeting and Fleet Services Area Tour
May 22, 2013	Deadline For Submittal of Questions, Changes, Clarifications
June 3, 2013, 1:00 PM CST	Proposal Deadline
June 3 - 15, 2013	Evaluation of Proposals / Interviews as Oral Presentations if Required
June 27, 2013	Board Authority to Proceed / Notice to Proceed
July 1, 2013	Commencement of Contract

B. PRE-PROPOSAL MEETING with TOUR of Fleet Transit Cleaning Service Areas

A Pre-Proposal Meeting will be held at Metro, 2222 Cuming Street, Omaha, NE, at 3:30 p.m., on Friday, May 17, 2013. Attendance is strongly recommended but not required. Travel expenses are the responsibility of attendees.

NOTE: Prospective responders are independently responsible for visiting Passenger Amenities (Transit Centers and Bus Stop Shelters). No parking is available at the Transit Centers or Bus Stop Shelters, but is available within a short walk. DO NOT block transit fleet or passenger access. This RFCP requests Services for three of Metro's transit centers. The addresses are listed below. See Exhibits 2 and 3 for Transit Center layouts and Bus Stop Shelter addresses.

Westroads, 1099 North 102 Street, (N 102nd and Nicholas), Westroads Mall - Parking Lot, NW corner;
Benson Park, 709 Military Avenue, (between Military and Ames Avenue and Bakers), 4405 N. 72 Street;
North Omaha, 4308 N 30 Street; south of Omaha Police Northeast Precinct Station, 4316 N 30th Street;

V. INSTRUCTIONS AND PROPOSAL REQUIREMENTS

A. INSTRUCTIONS

Each proposal must remain valid for at least 60 days from the RFCP due date of June 3, 2013..

Metro is an Equal Employment Opportunity (“EEO”) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical disability in consideration of a contract award. The successful respondent will be required to comply with all EEO federal, state, and local laws and regulations.

1. Price Proposal Form

The price proposal form(s) (Attachments C & D) shall be fully completed and signed by an officer of the company authorized to submit the proposal. Respondents shall fill in firm prices for each item. The pricing under this contract shall remain firm to Metro for the unit prices submitted with the Proposal of the Successful Respondent. Quoted unit prices shall encompass all specified requirements including, but not limited to, travel, supervision, and reporting. Surcharges and additional fees not included in the Price Proposal Form will be entertained after the award of the Contract.

2. Contact after Issuance of Request for Proposals

After the date established for issuance of the RFCP by Metro, any contact, in regard to the proposal initiated by any respondent with any Metro staff, other than Metro’s Authorized Contact, is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any prospective respondent from further review.

All correspondence regarding this RFCP must be directed in writing to Ms. Lauren Cencic, Metro Grant Administrator via email / mail on Attachment G included in this RFCP package. Correspondence shall be considered accepted only upon acknowledged receipt by Ms. Cencic or designee.

All correspondence Ms. Cencic determines is pertinent to the RFCP will be answered by her or designee via email and / or mail by Addendum and disseminated to all receiving this RFCP package.

3. Request for Clarification / Substitution:

Where a brand name is referenced it shall be understood that an approved equal is acceptable in accordance with the instructions. The brand is used to convey the quality and features of the model provided. Requests for an approved equal, clarifications, exceptions, or changes shall be submitted on the form provided as Attachment G.

No substitution shall be considered unless written request in the manner and form prescribed above is received by the Lauren Cencic not less than seven days prior to the proposal closing date. Approved substitutions will be set forth in an Addendum and respondents shall not rely upon approvals made in any other manner. No substitutions shall be considered after the proposals are received.

4. Changes to RFCP / Scope of Work

Any changes to this RFCP or Scope of Work will be made by written addendum and all receiving this RFCP package will be notified by email or mail of these changes. Respondents shall acknowledge receipt of all addenda on the Price Schedule Forms provided in this RFCP.

5. No Proposal Form

Prospective respondents choosing not to submit a proposal are requested to complete and return the enclosed “No Proposal Form” provided as Attachment H.

6. Withdrawal of Proposal

Respondents may withdraw their proposal at any time prior to the Proposal deadline; however, no oral withdrawal request will be allowed. Only letters or other formal written requests and received by Metro Authorized Contact, Ms. Cencic, prior to the scheduled closing time for receipt of proposals will be accepted. *Written notice shall be plainly marked “Withdrawal of Proposal”*, Project No. NE-90-XO96 GRANT / Specification No. 08-13. The proposal will not be opened.

7. Metro Reserves the Right To

Reject any or all proposals or a portion of a proposal, to waive any informalities or irregularities in the proposal submission process, to supplement, amend, or otherwise modify this RFCP and cancel this request with or without the substitution of

another RFCP, to extend the date for submission of responses, to request additional information and data from any or all respondents, to reissue the RFCP, to negotiate further with those respondents within the competitive range, to increase or decrease the Scope of Work, negotiate changes in the Scope of Services and fees prior to contract award and to award a contract based not necessarily upon lowest proposed prices, but in the best overall interests of Metro. Please note that this RFCP does not constitute an offer, but rather a request from qualified contractors.

Disqualify any respondent who contacts a Metro official, employee, Committee or Board member concerning this proposal other than Ms. Cencic.

Accept other than the lowest cost proposal, reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of Metro.

8. Respondent Certification

By submittal of a response pursuant to this RFCP the respondent certifies that they have not paid or agreed to pay any fee commission, or any other thing of value contingent on the award of this contract, to any employee, official, or current consultant of Metro. The respondent certifies that the financial information in this response has been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such costs with any other response or respondent.

B. PROPOSAL

1. Submission and Preparation Requirements

Respondent's proposal shall be clearly addressed to Metro, 2222 Cuming Street, Omaha, NE 68102, titled Project No. NE-90-XO96 / Specification No. 08-13, with five hard copies (1 marked original plus 4 marked copy).

Proposal(s) must be signed in blue ink and dated by a person who is authorized to bind the respondent. Failure to properly sign and date the proposal may be grounds for rejection.

The Closing Receipt Time and Submission Date are 1:00 PM, CST, Monday, June 3, 2013.

The Time of Receipt shall be determined by the time clock in the Authority's front lobby. Sealed proposals received after the date and / or closing receipt time shall not be considered for contract award and shall be returned, unopened, to respondent(s).

2. Proposal Content

It is the respondent's responsibility to clearly identify and to describe the products and services being offered in response to this RFCP; and, are cautioned that the organization of their response, as well as its thoroughness, is critical to the evaluation process.

Proposals should be prepared simply and economically, providing a straightforward, organized and concise description of the respondent's ability to meet the requirements of this RFCP. The number of pages should be kept to a minimum. Fancy binding, excess promotional materials, colored displays, etc. are not desired. Emphasis should be on completeness and content clarity.

A respondent's failure to submit all requested information and / or the content is not organized as instructed, risks elimination from consideration; may result in Metro's requiring prompt submission of missing information and / or given a lower evaluation of the proposal.

Oral proposals, those transmitted by email or facsimile or those received after the submission date or closing receipt time shall not be accepted.

3. Proposal Organization

Proposals shall be prepared and presented in the order listed below, and organized in the same sequence order of the RFCP and should refer to the RFCP's alphabetized section and paragraph / sub paragraph numbering where applicable. The pages shall be numbered with each section tabbed or contains a section heading.

- A. Proposals shall be submitted in:
- 1) ½” x 11” sizes, printed or typewritten,
 - 2) With graphics no greater than 11” x 17” size.
 - 3) (5) Hard copies.
- B. To achieve a uniform review process and obtain the maximum degree to comparability, it is required that proposals be titled Project No. NE-90-XO96 GRANT / Specification No. 08-13 and organized in the following manner and include:
- C. Table of Contents - which cross references the RFCP requirements.
- D. Cover Letter - includes and /or addresses:
- E. State its understanding of the services to be performed; and, how the firm will perform the Scope of Work (project approach)
- F. Experience of Firm and Employees
- a) Respondent should provide a brief description of the firm's experience with particular emphasis on similar projects as those outlined in this RFCP. Experience claimed should be current and relevant. Respondent should not include claims of firm experience accomplished by person(s) no longer associated with the firm. This section should include the location of the office to perform the work.
 - b) Respondent should provide a brief overview of the employees to be assigned to the project, including experience in providing the services required by this RFCP. Respondent should also provide the name and resume of the individual who will be assigned to lead this project.
 - c) Sub-consultants/contractors proposed as part of the project team shall be active participants in all phases of work related to their discipline from beginning to end. The Contractor shall be responsible to Metro for the work of all associates, and sub-consultants/contractors, whether or not they are employees of the Contractor. Proposers shall state in writing any and all subconsultors to be associated with this contract, including the type of work to be performed.
- G. An understanding of the project and how the firm will perform the scope of Work (project approach).
- H. Explain why the respondent firm is the best qualified to provide those services
- I. State why the respondent is most likely to help Metro achieve the goals outlined in the Scope of Work portion of this RFCP
- J. Provide the name and contact information of the individual who is authorized to make representations and commitments on behalf of the respondent. NOTE: Metro reserves the right to contact entities in addition to those furnished in the proposal. The responder(s) shall furnish all such information and data as may be requested for this purpose.
- K. Provide a legible copy of all current applicable licenses and certifications.
- L. Disadvantage Business Enterprise Participation
The Respondent is encouraged to utilize Disadvantage Business Enterprises (“DBE”) and Small Business Enterprise (“SBE”) contractors to assist Metro in meeting its overall DBE goals. Respondents shall identify use of DBE contractors, their specific roles and the estimated value of their contracts.
- M. Provide a listing indicating failure to meet or exception to the requirements identified in this RFCP. If no exceptions are noted or taken, the stated descriptions and requirements contained in this RFCP will be considered a binding part of any contract.

All Proposals must include:

- Table of Contents
- Cover Letter
- Proposal Coversheet (Attachment B)
- Price Schedule Forms (Note: All addenda must be acknowledged on this form; Attachment C and/or D)
- Executed Lobbying Certification (Attachment E)
- Executed Buy America Certification (Attachment F)
- Proposal description (See section 5 for instructions)
- Contact information for Bidder
- Copies of all current applicable licenses and certifications
- Contact information for at least three (3) firm references

Additional Information Requests - To demonstrate qualification for the project, each respondent must be prepared to submit further written satisfactory evidence to demonstrate competence and qualifications to do the work proposed, addressing areas such as experience, resources (material, employees, etc.), and financial capability.

Metro may make such investigations as it deems necessary to determine the suitability of the respondent to perform the work. Metro's decision or judgment in these matters shall be final, conclusive and binding on respondents.

VI. AWARD OF CONTRACT AND SELCTION PROCESS

A. Examination of Documents and Conditions

- 1) Each respondent by submitting a proposal represents the following:
- 2) The Respondent has examined, read, and understands the RFCP Package and his/her proposal is made in accordance therewith.
- 3) The proposal is based upon the materials and requirements outlined in the RFCP Scope of Work and on local conditions affecting the Services as determined by the respondent's own examinations and includes a sum sufficient to cover the total cost of the Services.
- 4) Except as otherwise provided for herein, proposals which are incomplete or which are conditioned in any way or contain erasures, alterations, or items not called for in the proposal or which are not in conformance with the law, may be rejected as non-responsive.
- 5) Metro assumes no liability for disclosure of proprietary material submitted by respondents. Proposal submittals shall be considered public documents under applicable Nebraska state law and shall be available for inspection and copying by the public, except to the extent portions of the submittals are otherwise protected under applicable law.
- 6) Each respondent will be responsible for protecting any disclosure of its submittal under applicable law.
- 7) The cost of proposal preparation will be completely borne by the Respondent. In the event Metro receives only a single responsive proposal, Metro will conduct a price and/or cost analysis of the proposal. The Respondent will be required to furnish cost and pricing data to support this analysis.

B. Award of Contract

The Contract(s) will be awarded to those responsible respondent(s) whose proposal(s), conforming to this solicitation, will be most advantageous to Metro according to the criteria outlined herein. Notification of Award will be issued in writing by Ms. Cencic. Upon notification, the successful respondent(s) shall submit to Ms. Cencic all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval, Ms. Cencic will forward a written Notice to Proceed. *Work shall NOT be started until such Notice to Proceed is received* and acknowledged by email to Ms. Cencic.

Unilateral changes in proposal prices by the successful respondent(s) shall not be allowed.

However, Metro, at its sole option, reserves the right to negotiate with respondents.

- 1) Responsive proposals to this RFCP will be reviewed by Metro's Evaluation Team ("TEAM"). Top-ranked proposals may be short-listed. The Team may, at its discretion, decide to interview the short-listed respondents. Respondents so selected will be given an opportunity to orally present their qualifications and project technical approaches, and to respond to questions posed by Team members.
- 2) The purpose of these sessions is to allow expansion upon the written responses. These are fact-finding and explanation sessions only and do not include negotiation.
- 3) Oral presentations and / or interviews are an option of Metro and may not necessarily be included in the evaluation process. If a respondent is required to make an oral presentation of their proposals to Metro, presentations will be scheduled between June 4th and June 15th. Oral presentations will be limited to 30 minutes including a 10 minute question and answer period. Metro may interview all firms or may identify a short list of firms to interview in its absolute discretion.
- 4) Proposal Scoring - Each proposal will be initially rated independently by each Team member. Members will then meet to discuss the proposals and initial scores. Team members may change their scores following the meeting of the Team. Scores may be further modified as a result of oral interviews and/or presentations. The final score will be based on the average of all final scores by the individual members of the Team.
- 5) The respondent(s) whose proposal is scored the highest may be asked to either negotiate a final Agreement or, if required, clarify its current proposal into a best and final offer. If negotiations are not successful with the top rated respondent, negotiations may commence with the next highest rated Respondent until an Agreement is reached, or Metro, at its sole discretion, elects to cancel the solicitation. Metro will rate all proposals according to the form and content submitted. Metro reserves the right to award a contract solely on the written proposal or through negotiations. Metro further reserves the right to reject any and all proposals submitted.
- 6) The total score of all criteria combined will dictate the ranking of proposals.
- 7) The following criteria, in order of relative weight, will be used to evaluate proposals:

Price
Firm qualifications and experience
Staff qualifications and experience
Approach to accomplishing scope of work
Character, reputation, judgment and past performance including references

C. Notice to Proceed

Metro desires to begin as soon as possible after the issuance of the Notice to Proceed. The proposals submitted shall use this schedule as a guide to further define an appropriate schedule in accordance with the requirements and the scope of services. The final schedule will be negotiated based on the final Scope of Work and work plan agreed to by Metro and the selected successful respondent(s).

D. Successful Respondent(s) shall:

- a. Commence Service on Monday, July 1, 2013, or other mutually agreeable date.
- b. Provide all labor, equipment, tools, supplies, extension cords, products, supervision and transportation, where applicable, and assure the equipment is of suitable type, and in proper condition to operate and maintain uninterrupted schedules.
- c. Maintain an adequate fully-stocked First Aid Kit at all times. Metro shall have the right to periodically verify the kit is on site and fully-stocked.
- d. Complete Services Monday – Friday and during the hours and exceptions specified in the Scope of Work.
- e. Completely supervise and direct the work under the contract.
- f. Agree that it is fully responsible for the acts and omissions of its employees.
- g. Require their employees conform to all policies, rules and regulations; be courteous at all times, not to use loud or profane language, and to work as within a public setting without creating a disruption and as quietly as possible.
- h. Instruct its employees to not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract resulting from this RFCP.
- i. Service Products / Supplies
 - i. Provide for review and approval all descriptive literature and Material Safety Data Sheets (MSDS) for each chemical and / or compound to be used in the performance of the Services. Plus, MSDS must be kept in a labeled safety binder in the area where said chemicals/materials are used or stored.
 - ii. Use anti-microbial cleaning solution at all times.
 - iii. Meet the appropriate EPA standards for all products used in performance of the Services.
- j. Train and maintain certification for all employees in MSDS and Personal Protective Equipment. Metro requires a copy of all MSDS training/certifications for all employees working on the contract. If it is determined by Metro that untrained personnel were utilized under the contract, payment for Services rendered on Fleet, Transit Centers and / or Shelters cleaned by such personnel will be withheld pending confirmation by Metro and the Non - Working Supervisor that training has been completed.

VII. GENERAL SPECIFICATIONS

No advantage shall be taken by prospective respondents in the omission of any product, process, or detail, which makes the project complete and ready for service, even though such items are not mentioned in this RFCP.

Metro reserves the right, in its sole discretion, to increase / decrease /change the quantities and locations during the contract period with no penalty or change in the proposed unit prices stated in the proposal of the successful respondent.

Method of Payment

Payment for this contract will be made upon Metro's receipt of a monthly invoice for the services performed during that month. All invoices and supporting documents shall be acceptable to Metro before payment is made. Payment terms are Net 30.

The Contractor's fees may be subject to audit and certification by Metro prior to Notice to Proceed. Respondents should be prepared to provide detailed cost information if they are selected for negotiation.

Supervision

- 1) Provide a Non-Working Supervisor responsible for account supervision, ensuring materials, supplies and equipment availability and delivery, enforcing all safety and safety related issues and maintain a viable liaison with the designated Metro representative.
- 2) Provide a Working Supervisor ("WS") on each working shift and will answer directly to the Non-Working Supervisor who will visit the account regularly.

Other Requirements

- 1) Employees shall complete Services Monday – Friday and during the hours specified in the Detailed Specifications; Exception are to not schedule any Service hours during:
 - a) The six non-service days observed by Metro, See Exhibit 1;
 - b) Operating adjustments to hours or days as determined by Metro, e.g., Thanksgiving and Christmas Eve, inclement weather, etc.;
 - c) Staffing levels identified in the Detailed Specifications, on occasion, may change if Metro and successful respondent(s) are in agreement at least two weeks prior to implementation.
- 2) Metro may request removal of any employee without proper identification badges, professional conduct or personal appearance (not properly attired).
- 3) Employees shall:
 - a) Not damage or soil (i.e., puncture, fade, smudge, etc.) shall be incurred by Personnel on any surface, fixture or furniture on any Metro premises during or subsequent to Service.
 - b) Perform the Services in various working environments consisting of, but not limited to, exposure to all weather conditions e.g., intense heat, rain, cold, dust, etc.
 - c) Conduct visual inspections for Defect Reporting on Fleet interiors, Transit Centers and Bus Stop Shelters;
 - d) Clean passenger accidents (i.e. vomit, excrement, spillage, blood, etc.) using universal precautions and following regulatory standards. NOTE: Metro does not stock Pathogen or like type kits.
 - e) At all times, keep the Metro premises and / or sites free from accumulation of waste materials or rubbish caused by the Services performed. Upon completion of Services, waste materials, rubbish, tools, equipment, machinery and surplus materials shall be removed and stored. All Metro surfaces and Service areas are to be left "broom clean".
 - f) Return lost and found items by recording the vehicle number of found item and turn into Metro's Dispatch office. Items found at Transit Centers and / or Bus Stop Shelters are to be turned into the Non-Working Supervisor for return to Metro's Dispatch office within a timely manner.
 - g) Not use electronic communication devices and accessories to include an ear piece while performing Services or in Metro's Bus Barn. Electronic communication devices include cellular phones (including those with hands free devices), scanner, walkie-talkie, tape recorder, compact disc (CD) player or cassette Walkman, radio, MP3 Player, boom-box, game-boy or and other electronic device used to transmit, receive or record information.
- 4) Employee Attire
At all times, have a professional appearance, exhibiting clean personal hygiene; wear neat and clean attire; proper and neat-appearing footwear while on Metro premises and / or sites.
Attire consists of
 - a) Long pants and / or shorts which shall be fingertip length; no waist lines dropping below mid-section of wearer;
 - b) T-shirts must be clean and not torn;

- c) Footwear that is oil and water resistant with a non-skid sole and closed toe shall be worn.
 - d) Reflective safety vest;
 - e) No dresses shall be allowed at any time.
- 5) Employee Photo Identification Badge (“BADGE”)
- a) At all times wear on Metro premises and / or sites: In visible sight, successful respondent’s Badge with name, signature and expiration date. Additionally, Metro will issue a Metro Contractor’s Badge.
 - b) NOTE: The Metro Contractor’s Badge does not provide reduced and / or free travel on Metro’s Transit System.
 - c) New or temporary employees shall wear a temporary Badge which shall be current and at a minimum, shows the successful respondent’s name / logo and an expiration date for a time extent as approved by successful respondent.

VIII. SPECIFICATIONS FOR TRANSIT FLEET INTERIORS

Transit Fleet (“FLEET”) Services include both “Deep” and “Soft Touch” cleaning with both performed inside Metro’s Bus Barn at 2222 Cuming Street and as outlined in the Detailed Specifications.

1) Overview - Fleet Services

- a) The Fleet’s exposed interior surfaces shall be completely cleaned by hand and shall be clean, sanitary and free from foreign substances, gum, graffiti, unpleasant odors, etc. Daily Defect and Service records listing individual Fleet numbers shall be maintained with a copy(ies) provided, at the end of each shift, to Metro’s maintenance office. See Exhibits 4 and 5.
- b) Metro reserves the right, in its sole discretion to increase / decrease or otherwise modify the quantities and locations of TCs and Shelters during the contract with no penalty or change in the proposed unit prices stated in the Proposal of the successful Respondent.

2) Metro Shall Provide On-Site for Fleet Services:

- a) Small office / report space with internet access. Successful respondent provides computer and software.
- b) Storage space for equipment, tools, supplies, extension cords, products, etc.
- c) Hot clean water and area to dispose of dirty water: containers for transporting and disposing of water are the responsibility of the successful respondent;
- d) Electrical outlet access: Successful respondent provides extension cords for Service equipment, e.g., vacuums, steam cleaners, etc.

3) The Fleet includes buses, vans and four door sedans with Fleet inventories as follows:

- a) Buses: 135 to 140 with wheelchair tie downs;
- b) Vans: 20 to 30 with wheelchair tie downs, commonly called “Cutaway” / “Body-on-Chassis”;
- c) Sedans: 5 to 10 with no wheelchair tie downs;
- d) *NOTE: “Retro” Buses: (4 with wheelchair tie downs) are used infrequently and not included in the daily Deep Clean / Soft Touch Services rotation. Metro’s on-duty supervisor will work with the WS when a Retro is to be added to the Fleet Services rotation.*

Detailed Specifications

Fleet Services:

Upon arrival at the Metro facility, WS shall report to the Metro on-duty maintenance supervisor.

1) Deep Clean:

- a) Hours and Days: 7:00 AM – 3:30 PM, Monday – Friday;
- b) Staffing: No less than six employees.
- c) Fleet Quantity: Seven vehicles cleaned daily; Metro maintenance staff assigns and parks on dedicated Service Lanes; Metro Maintenance staff will teach WS and staff how to start / turn off individual Fleet makes and models; and, operating controls for air conditioning, heat, etc. *At no time are the WS and / or employees to drive / move a bus.*

2) Deep Clean Services to Be Performed

NOTE: Hot, clean water is to be used at all times; (Water supplied by Metro, buckets and other materials supplied by contractor)

- a) Deodorizer: shall be sprayed throughout the bus interior and included in the mop water creating an effective, pleasing product. Metro shall approve the deodorizer.
- b) Glue, Stickers, Graffiti, Tape, and Gum: remove using an effective product from floors, ceilings, side panels, seats, windows, etc. Scraping action (putty knife / screwdriver) can be used, but no gouging, scratching, etc.
- c) Trash: Remove all litter and debris from bus interiors. At the end of shift, all trash either swept out of or collected in the Fleet shall be disposed of in Metro dumpsters.
- d) Operator’s Area: Clean thoroughly using all-purpose cleanser and dry. Area includes the seat, frame, dashboard, visor, windshield, side window, window framing, steering wheel and mount, communication area, vanity panel, etc. Seat shall be moved fully forward in order for debris to be removed from behind and beneath it. Apply Armor All or approved equal type product. Buff dry, leave no residue. Wipe fabric seats with upholstery shampoo-laden cloths.
- e) Fare Collection Equipment: Clean exterior using clean, lint-free cloth dampened with all-purpose cleaner, wipe with water-dampened clean, lint-free cloth, then dry with a clean, lint free cloth. *Note: No spray liquid is permitted for this process.*
- f) 2-Way Radio: Clean exterior using clean, lint-free cloth dampened with all-purpose cleaner, wipe with water-dampened clean, lint-free cloth, then dry with a clean, lint free cloth. *Note: No spray liquid is permitted for this process.*

- g) Video Surveillance System: **Do Not Move** cameras while cleaning exterior using clean, lint-free cloth dampened with all-purpose cleaner, then dry with a clean, lint free cloth. **Note: No spray liquid is permitted for this process.**
- h) Fire Extinguisher and Triangle Box: Remove dust using water-dampened cloth, and dry. (Items remain mounted) Immediately notify Metro On-Duty Supervisor, if missing, defective, unable to place in mounting bracket, etc.
- i) Ceiling: Ceiling, Interior lighting and Escape Hatches: Wash thoroughly using all-purpose cleaner; dry leaving no residue.
- j) Electronic Signs: Clean all sides thoroughly using all-purpose cleaner and dry leaving no smears.
- k) Passenger Signal Pull Cords and Yellow Contact Strips: Clean by using all-purpose cleaner and dry.
- l) All Interior Walls and Advertising Panels: Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue
- m) Air Conditioning Intake Panel and Vents: includes either rear and / or ceiling mounted. Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue. The exposed areas of vents are to be cleaned leaving no residue. Prevent drips to seats. Rear panels with carpet are to be vacuumed.
- n) Windows: tracks, outer edges, hand pulls / openers and glass panels: Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue. Prevent drips on seats.
- o) Mirrors: Clean thoroughly using glass cleaner leaving no residue, streaks or smears. Squeegee dry where possible. Dry wipe any residual marks. Prevent drips on seats.
- p) Seating, Vinyl and / or Fabric: Clean, sanitize and deodorize all areas; includes the metal / plastic frames and hold railing; Coverings to be inspected for spots, cleaned and dried; Vinyl covered seats are to be lifted and all dust, debris and build up cleaned from wadded wires and floor below; Apply Shine Plus to vinyl seat backs, buff dry leaving no residue. Wipe seat mounts with dampened cloths, apply Shine Plus. Clean fabric seats and seat backs thoroughly by wiping with cloths containing upholstery shampoo. Clean fabric with portable steam cleaning equipment as needed. Wipe clean the metal underside of folding seats, retractable seat (return to retractors) and apply Shine Plus to metal parts.
- q) Doors: Clean thoroughly using glass cleaner on all interior glass areas. Use general purpose cleaner to clean the remainder of door panels including touch bars, handles, upper casing and rubber stripping.
- r) Grab Rails / Upper and Lower Stanchions: Clean thoroughly using all-purpose cleaner leaving no smudges.
- s) Wheel Well Covers: Clean all covers thoroughly using all-purpose cleaner. Apply Shine Plus.
- t) Step Wells: Remove all gum and sweep. Hand clean thoroughly by scrubbing with soap and brush. Close doors to clean comers and step edges. Rinse with clean water and mop dry. Deodorize if necessary. **Note: This is the only interior area where running water is permitted.**
- u) Final Step - Floor: Remove all debris, sweep and vacuum. Wet floor with mop and scrub thoroughly using soap and a brush. Mop rinse with clean water containing disinfectant. Allow to air dry. **Note: No running water shall be allowed on bus floor.**

3) Soft Touch

- a) Hours and Days: 7:00 PM – 3:30 AM, Monday – Friday;
- b) Staffing: No less than three personnel;
- c) Fleet Quantity: On average, 90% of the Fleet cleaned each business day except for (1), the Retro buses in nightly goals section and (2), Deep Cleaned vehicles on the same day. Successful respondent shall be responsible to Soft Touching the remaining portion of the Fleet that was not Soft Touched the previous day. Successful respondent shall maintain records and provide a daily copy of same to Metro personal and shall coordinate with Metro personal to secure the specific buses needed to complete Soft Touch Services. Personnel are responsible for tracking of the all buses that have been cleaned and coordinate with Metro maintenance on-duty to schedule in advance if a Fleet vehicle has to be held-out for cleaning.
- d) Metro's maintenance on-duty supervisor will advise the WS if there is any change in the Fleet's parking order and / or Fleet location.

4) Soft Touch Services to Be Performed

The Services provided under this description does not provide for Deep Services, but rather:

- a) Wiping of all exposed surfaces, including the Operator's area;
- b) The floor, stair wells, underneath seats, behind wheel wheels and Operator's area are shall be thoroughly swept with all trash either swept out of or collected in the Fleet disposed of in Metro dumpsters.

- c) Deodorizer: Deodorizer shall be sprayed throughout the interior of the bus.
- d) Glue, Stickers, Graffiti, Tape and Gum: Remove all using an effective removal product. Scraping action is not to be used
- e) Defect Reporting: WS shall report and complete Defect Report any defects such as inoperative interior lighting, torn or loose seats, broken windows, broken panels, etc. to the Metro on duty Supervisor.

IX. SPECIFICATIONS FOR BUS STOP SHELTERS AND TRANSIT CENTERS

Passenger Amenities hereinafter called Transit Centers / Bus Stop Shelters:

Transit Centers (“TC”) and Bus Stop Shelters (“SELTER”) Services include trash removal of the land area encompassing the facilities and exposed surfaces which shall be clean, sanitary and free from foreign substances, gum, graffiti, unpleasant odors, etc. Daily Defect Reports to be emailed to Metro designee. A daily service record listing individual TC and Shelters by address shall be maintained by Contractor. See Exhibit 6. Monthly invoice shall list by date and address the individual TC and Shelter Service functions completed, e.g., cleaning / power washing, trash removal, restrooms, and restroom supplies purchased.

1. Overview –Transit Center and Bus Stop Shelters

- a) TCs have various configurations including – a glass and cinder block enclosed waiting area, restrooms (both male and female; and for bus operators use only), benches, information signs, covered concrete passenger loading platforms, property encompassing TC, and other appurtenances. The addresses and layouts of Metro’s three TCs are identified in Exhibit 2, pages 1 – 3.
- b) SHELTERS have a basic configuration including: shelter structure, bench seat and back rest, pavement within and extending from the front of and to the curb; and, approximately four foot perimeter around the Shelter. Some have trash receptacles, most do not. Shelter structure materials: frames - powder coated aluminum; wood bench seat and backrest, glazing primarily safety glass, some Lexan; roof Lexan. There are approximately 70 to 80 Shelters. The Shelter addresses are identified in Exhibit 3.
- c) Metro reserves the right, in its sole discretion to increase / decrease or otherwise modify the quantities and locations of TCs and Shelters during the contract with no penalty or change in the proposed unit prices stated in the Proposal of the successful Respondent.

2. General Requirements - TC Services

- a) These cleaning activities shall not interfere with normal Fleet access and rush hour passenger transit activity.
- b) Vehicle(s) shall:
 - 1) Display on both sides successful respondents name / logo; and,
 - 2) Not obstruct Fleet traffic or interfere with Fleet operations;
- c) Hours and Days: Preferably 5:00 AM - 6:30 AM and 8:00 AM to 3:00 PM, Monday – Friday;
- d) Quantity: completed three times per week per individual TC.
- e) Employees shall assure all Service materials and equipment are kept with them at all times or stored so not accessible to the public and / or left unattended on Metro premises.
- f) *Note: Toilet paper, paper towels, can liners and soap for restrooms will be billed per customer use. Successful responder shall provide inventory consumption with monthly invoice.*

3. TC Services to Be Performed

- a) Prior to Power Washing:
 - 1) Sweep, remove gum, cigarette butts, stains and excessive water from sidewalks, concrete slab and adjacent area within 15 foot radius of a Shelter.
 - 2) Trash: Shall ensure all trash in the individual Shelter’s is removed and within a 15 foot radius of the TC is collected and removed from the site. Where applicable, empty all trash receptacles, replace can liners;
 - 3) Glue, Stickers, Graffiti, Tape, and Gum: remove using an effective product from floors, ceilings, side panels, seats / backrests, windows, etc. Scraping action (putty knife / screwdriver) can be used, but no gouging, scratching, etc.
 - 4) Seats and / or Backrests: scrubbed / wiped dry.
 - 5) Pressure Washing shall be conducted in such a manner that once completed each Shelter shall present a clean appearance on all vertical and horizontal surfaces; free of water streaks, stains and graffiti is removed from the glass.
- b) Restrooms

Clean toilets and urinals, empty trash receptacle / replace can liner, sweep, mop and rinse floor, check soap dispenser (refill as needed), check paper towel dispenser (refill if less than ½ roll), check toilet paper (refill if under ¼ roll), clean mirrors, clean sinks, clean graffiti off walls (report when this cannot get accomplished), wash walls monthly, check sanitary napkin disposal receptacle (female) (change bag if needed).

4. General Requirements - Shelter Services

- a) The cleaning activities must not interfere with normal Fleet access and rush hour passenger transit activity.
- b) Hours and Days: Preferably 5:00 AM - 6:30 AM and 8:00 AM to 3:00 PM, Monday – Friday;
- c) Quantity: individual Shelters shall be cleaned every third week. This may require staggered quantities of e.g., one week 36 units, the following two weeks 39 units.
- d) Employees shall assure all Service materials and equipment are kept with them at all times or stored so not accessible to the public and / or left unattended on Metro premises.
- e) Vehicles(s) shall:
 - a. Display on both sides Successful respondents name / logo; and,
 - b. Not obstruct Fleet traffic or interfere with Fleet operations;

5. Shelter Services to Be Performed

- a) Approximately and mutually agreed to:
 - 1) Mid November – April 1st - no power washing, unless approved by Metro designee;
 - 2) April 2nd – mid November – power washing;
- b) Prior to Power Washing:
 - 1) Sweep, remove gum, cigarette butts, stains and excessive water from sidewalks, concrete slab and adjacent area within 15 foot radius of a Shelter.
 - 2) Trash: Ensure all trash in the individual Shelter's is removed and within a 15 foot radius of the Shelter is collected and removed from the site. Where applicable, empty all trash receptacles, replace can liners;
 - 3) Glue, Stickers, Graffiti, Tape, and Gum: remove using an effective product from floors, ceilings, side panels, seats / backrests, windows, etc. Scraping action (putty knife / screwdriver) can be used, but no gouging, scratching, etc.
 - 4) Seats and / or Backrests: scrubbed / wiped dry.
 - 5) Pressure Washing shall be conducted in such a manner that once completed each Shelter shall present a clean appearance on all vertical and horizontal surfaces; free of water streaks, stains and graffiti is removed from the glass.

ATTACHMENTS

**ATTACHMENT A
FEDERAL CLAUSES**

FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL SERVICES & ARCHITECTURAL / ENGINEERING SERVICES

NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

- (1) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

FEDERAL CHANGES

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

CIVIL RIGHTS

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity**
 - (a) **Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) **ADA** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- (1) The (Contractor, Sub-recipient, or Sub-contractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the (Contract or Agreement). The requirements of 49 C.F.R. Part 26 or at another Part if reissued and the Recipient's U.S. DOT-Approved Disadvantaged Business Enterprise (DBE) Program (where required) are incorporated in this (Contract or Agreement) by reference. Failure by the (Contractor, Sub-recipient, or Sub-contractor) to carry out these requirements is a material breach of the (Contractor Agreement), which may result in the termination of the (Contract or Agreement) or such other remedy as the Recipient deems appropriate.
- (2) The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract within thirty (30) days following satisfactory performance of the sub-contractor's work. The prime contractor further agrees to return any retainage payments to each subcontractor within thirty (30) days upon satisfactory completion of the sub-contractor's work. Any delay or postponement of payment may occur only for good cause following written approval of MAT. This clause applies to both DBE and non-DBE sub-contractors.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of The Authorities requests, which would cause The Authority to be in violation of the FTA terms and conditions.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ENERGY CONSERVATION

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

ELECTRONIC AND INFORMATION TECHNOLOGY

When using Federal financial assistance to procure reports or information to be delivered to the Purchaser for distribution to FTA, among others, the Purchaser agrees to include in its specification a requirement that the reports or information will be prepared using electronic or information technology capable of assuring that, when provided

to FTA, the reports or information will meet the applicable accessibility standards of section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulation, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

STATE AND LOCAL LAW DISCLAIMER

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

ADA ACCESS

This requirement applies to contracts for Architectural and Engineering Services.

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

PATENT AND RIGHTS IN DATA

This requirement applies to contracts, which involve Experimental, Developmental, or Research Work.

- (A) **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:
- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
 - (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or

otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
- (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the

Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

- (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(B) **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This requirement applies to all contracts in excess of \$25,000.

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, The Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to The Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact The Authority for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by The Authority.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

 - (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, The Authority may pursue available remedies including suspension and/or debarment.

LOBBYING

This requirement applies to all contracts in excess of \$100,000.

Contractors who apply or bid for an award of \$100,000 or more shall execute and submit with their bid or offer, the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR

This requirement applies to all contracts in excess of \$100,000.

- (1) The Contractor agrees to 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 Contractor agrees to report each violation to the

Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

This requirement applies to all contracts in excess of \$100,000.

- (1) The Contractor agrees to 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 Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FEDERAL PARTICIPATION

This requirement applies to all contracts in excess of \$500,000.

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

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

The Recipient agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SPECIAL PROVISION – TEXT MESSAGING WHILE DRIVING

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

a. Definitions - As used in this Special Provision:

1) Driving

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

2) Text Messaging

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

b. Safety - The Grantee is encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
 - a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
 - b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- 2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- 3) Include this Special Provision in its sub-agreements with its sub-recipients and third party contracts and also encourage its sub-recipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub-agreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

**METRO TRANSIT
REQUEST FOR COMPETITIVE PROPOSALS
CLEANING SERVICES
Cover Page**

Firm Name: _____

Address: _____

Authorized Representative: _____

Contact Phone Number: _____

We are applying for:

- Transit Fleet Interiors
- Bus Stop Shelters/Transit Centers
- Both: Transit Fleet Interiors and Bus Stop Shelters/Transit Centers

References (provide minimum of 3):

#1 _____

#2 _____

#3 _____

PRICE PROPOSAL FORM

Project: Cleaning Services – Transit Fleet Interiors

Date _____ **Project No.** NE-90-XO96 GRANT / Specification No. 08-13

The undersigned hereby agrees to perform the work in accordance with the Detailed Specifications.

The undersigned understands that this Offer will be examined by The Authority, that it shall not be withdrawn for sixty (60) days and that no award shall be made until all required documentation is obtained. The Authority reserves the right to reject or declare non-responsive any or all bids.

The Transit Authority of the City of Omaha, dba Metro is *exempt from payment* of all *federal, state and local taxes* and these shall not be included in any pricing. The Authority will furnish the successful Offeror with necessary tax exempt certificates upon request.

UNIT COST: Provide Unit Cost per vehicle. All additional requirements including reporting and supervision should be built into the unit cost unless otherwise specified and identified in the additional costs.

Transit Fleet UNIT COST					
DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Deep Cleaning	\$	\$	\$	\$	\$
Soft Touch	\$	\$	\$	\$	\$
Identify additional costs that may be required to fully complete the project {insert description}					
ADDITIONAL COSTS SUB-TOTAL	\$	\$	\$	\$	\$
TOTAL LUMP-SUM QUOTE	\$	\$	\$	\$	\$

ACKNOWLEDGMENT OF ADDENDA

In submitting this proposal, I hereby acknowledge receipt of addendum # ____ through ____.

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address / Mailing Address

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

PRICE PROPOSAL FORM

Project: Cleaning Services –Transit Centers and Bus Stop Shelters

Date _____ **Project No.** NE-90-XO96 GRANT / Specification No. 08-13

The undersigned hereby agrees to perform the work in accordance with the Detailed Specifications.

The undersigned understands that this Offer will be examined by The Authority, that it shall not be withdrawn for sixty (60) days and that no award shall be made until all required documentation is obtained. The Authority reserves the right to reject or declare non-responsive any or all bids.

The Transit Authority of the City of Omaha, dba Metro is *exempt from payment of all federal, state and local taxes* and these shall not be included in any pricing. The Authority will furnish the successful Offeror with necessary tax exempt certificates upon request.

UNIT COST: Provide Unit Cost per visit per shelter/transit center. All additional requirements including reporting and supervision should be built into the unit cost unless otherwise specified and identified in the additional costs.

Bus Stop Shelters / Transit Centers					
Unit Cost					
Description	Year 1	Year 2	Year 3	Year 4	Year 5
Bus Stop Shelters					
Cleaning / Power Washing / Trash Removal April 2 nd – mid November	\$	\$	\$	\$	\$
Cleaning / Trash Removal mid November – April 1st	\$	\$	\$	\$	\$
As Needed Service (Cleaning / Power Washing / Trash Removal) Metro Observed Holidays	\$	\$	\$	\$	\$
As Needed Service (Cleaning / Power Washing / Trash Removal) Saturday and / or Sunday	\$	\$	\$	\$	\$
Transit Centers					
Cleaning / Power Washing / Trash Removal Including Restrooms April 2 nd – mid November	\$	\$	\$	\$	\$
Cleaning / Trash Removal Including Restrooms mid November – April 1st;	\$	\$	\$	\$	\$
As Needed Service (Cleaning / Power Washing / Trash Removal) Metro Observed Holidays	\$	\$	\$	\$	\$
As Needed Service (Cleaning / Power Washing / Trash Removal) Saturday and / or Sunday	\$	\$	\$	\$	\$
Supplies – Toilet paper, paper towels, can liners, soap	\$	\$	\$	\$	\$
Identify additional costs that may be required to fully complete the project {insert description}					
ADDITIONAL COSTS SUB-TOTAL	\$	\$	\$	\$	\$
TOTAL LUMP-SUM QUOTE	\$	\$	\$	\$	\$

ACKNOWLEDGMENT OF ADDENDA

In submitting this proposal, I hereby acknowledge receipt of addendum # ____ through ____.

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address / Mailing Address

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 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 contract, 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 contract, 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 contract, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bids or offers that are not accompanied by a completed Lobbying certification must be rejected as nonresponsive.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

BUY AMERICA CERTIFICATION

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Metro Transit
Project No. NE-90-XO96 GRANT / Specification No. 08-13

Request for Clarifications/Substitutions

Project Title: _____

Company Name: _____ Date: _____

Document Reference (check one): _____ Page No: _____
General Requirements _____
Specifications _____
Section Number _____

Section Title: _____

PROPOSER'S REQUEST:

METRO TRANSIT RESPONSE:

Approved _____

Denied _____

Metro Transit Comments:

Metro Transit Authorized Signature

Date of Response

Ms. Lauren Cencic, Grant Administrator
Metro Transit, 2222 Cuming Street, Omaha, NE 66102
lcencic@ometro.com

EXHIBITS

Metro Transit Holiday Schedule

SERVICE Workdays are Monday - Friday, *excluding* the Metro observed Holidays

Holidays	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2016
Independence Day	Thursday July 4, 2013	Friday July 4, 2014	Saturday July 4, 2015	Monday July 4, 2016	Tuesday July 4, 2017
Labor Day	Monday September 2, 2013	Monday September 1, 2014	Monday September 7, 2015	Monday September 5, 2016	Monday September 4, 2017
Thanksgiving	Thursday November 26, 2013	Thursday November 27, 2014	Thursday November 26, 2015	Thursday November 23, 2016	Thursday November 22, 2017
Christmas Day	Wednesday December 25, 2013	Thursday December 25, 2014	Friday December 25, 2015	Sunday December 25, 2016	Monday December 25, 2017
New Year's Day		Wednesday January 1, 2014	Thursday January 1, 2015	Friday January 1, 2016	Sunday January 1, 2017
Memorial Day		Monday May 25, 2015	Monday May 30, 2016	Monday May 29, 2017	Monday May 26, 2016

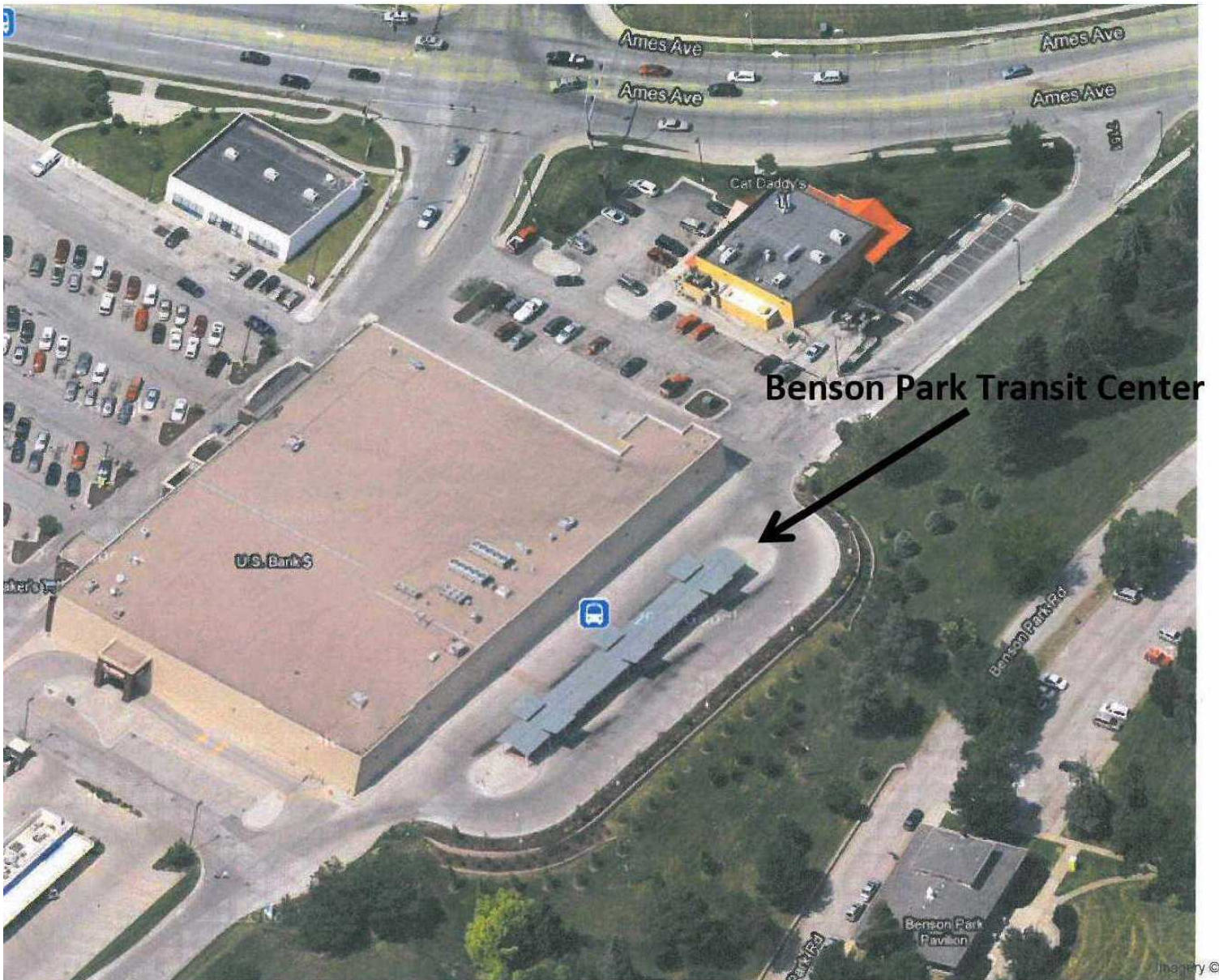
Westroads Transit Center
1099 North 102 Street, Omaha NE 68114

- N 102nd and Nicholas
- Westroads Mall - Parking Lot, northwest corner;



Benson Park Transit Center
709 Military Avenue, Omaha, NE 68104

- Between Military and Ames Avenues
- Behind Bakers, 4405 North 72 Street;



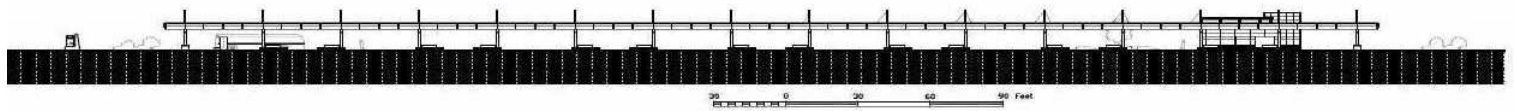
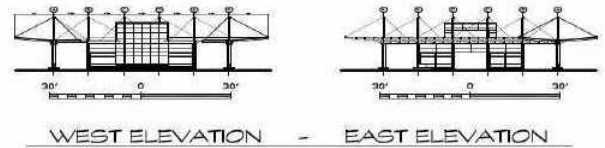
North Omaha North Omaha Transit Center
4308 N 30 Street, Omaha, NE 68111

- **Directly south of Omaha Police – Northeast Precinct Station**
4316 N 30th Street

VIEW EAST FROM 31st STREET



VIEW NORTHWEST FROM 30th STREET



NORTH OMAHA TRANSIT CENTER - NORTH ELEVATION

North Omaha Transit Center

The North Omaha Transit Center is currently under renovation and is anticipated to be completed in summer of 2013. The renovated transit center platform will be approximately 575 feet in length with varying widths ranging between approximately 22 feet and 80 feet. The renovated transit center will be comprised of primarily steel and concrete. On the platform will be a shelter for standing room and a locked storage area. The shelter will be approximately 30 by 30 feet and will include approximately 550 square feet of glass to be cleaned. The renovated transit center will include 6 benches inside the shelter and 20 benches along the platform. There will be 13 trash cans throughout the transit center platform. The North Omaha Transit Center also includes a separate bathroom structure that is approximately 24 by 24 feet in size.

EXHIBIT 3

Sequential Number	Shelters No Ad Panel Intersection / Address	Bus Stop Direction	Zip Code
1	15th & Farnam	WB	68102
2	19th & Douglas	NB	68102
3	24th & St. Mary's	WB	68102
4	16th & Pine	NB	68108
5	30th & California	SB	68131
6	30th & Fort	SB	68111
7	35th & Farnam	WB	68131
8	37th & Lake	EB	68111
9	40th & Cuming	SB	68131
10	52nd & N.W. Radial	WB	68104
11	62nd & Dodge	WB	68132
12	62nd & Dodge	EB	68132
13	41st & Leavenworth	EB	68105
14	43rd & Douglas		68131
15	43rd & Douglas		68131
16	43rd & Douglas		68131
17	43rd & Douglas		68131
18	4101 Woolworth Ave		68105
19	30th & Ellison	SB	68111
20	33rd & L	SB	68107
21	33rd & L	SB	68107
22	33rd & L	NB	68107
23	33rd & L	NB	68107
24	35th & Leavenworth	EB	68105
25	21st & Ames	WB	68110
26	30th & Clay	NB	68112
27	54th & Military	WB	68104
28	34th & Dodge	EB	68121
29	Perimeter of Westroads	NB	68114
30	Perimeter of Westroads	NB	68114
31	Park Ave & Woolworth	NB	68105
32	23rd & Cuming	WB	68102
33	6303 "Q" Street	EB	68117
34	16 at Douglas	NE	68102
35	16 & Farnam	SE	68102
36	Farnam at 16th	NE	68102
37	Farnam at 16th	NW	68102
38	16th & Harney	SE	68102

Sequential Number	Shelters Ad Panel Intersection / Address	Bus Stop Direction	Zip Code
1	16th & Douglas	SW	68102
2	17th & Douglas	SW	68102
3	20th & FARNAM	SE	68102
4	24th & "L"	NW	68107
5	24th & Vinton	MB	68108
6	30th & Webster	SE	68131
7	30th & Binney	NW	68111
8	42nd & Ames	SW	68104
9	72nd & Lawndale	SW	68134
10	93rd & Maple	SE	68134
11	100th & Maple	SO	68134
12	60th & N.W. Radial	NW	68104
13	24th & Farnam	NW	68102
14	66th & Dodge	MB	68132
15	50th & Dodge	NW	68132
16	76th & Dodge	NE	68114
17	72nd & Mercy Road	SE	68124
18	84th & Center	SW	68124
19	120th & Center	SW	68144
20	42nd & Center	MB	68105
21	132nd & Center	SW	68144
22	96th & "Q"	SW	68127
23	42nd & Pierce	SE	68105
24	42nd & William	NE	68105
25	90th & Blondo	NW	68114
26	Park Ave & Dodge	NE	68131
27	Saddle Creek & Dodge	SO	68046
28	73rd & Military	MB	68114
29	122nd & Center	NE	68144
30	129th & Center	SE	68144
31	139th & Center	SE	68144
32	110th & "I"	NE	68137
33	N.W.Radial & Nicholas	SE	68132
34	Florence & Spencer		68110

Daily Deep Clean Quality Assurance Report

*A QA form must be completed for each Fleet vehicle cleaned.

Fleet Vehicle Number _____

Completely clean by hand every exposed interior surface of the staged METRO vehicle. The finished vehicle shall be clean, sanitary, and free from foreign substances, gum, graffiti and unpleasant odors. Cleaning shall consist of but not be limited to the following:

1. Defect Reporting: Working supervisor shall report any defects such as inoperative interior lighting, torn or loose seats, broken windows, broken panels, etc. to the Metro on duty Supervisor immediately.
Completed: _____
2. Deodorizer: Deodorizer shall be sprayed throughout the bus interior and included in the mop water creating an effective, pleasing product. Metro shall approve the deodorizer. **Completed:** _____
3. Glue, Stickers, Graffiti, Tape and Gum: remove using an effective product from floors, ceilings, side panels, seats, windows, etc. Scraping action (putty knife / screwdriver) can be used, but no gouging, scratching, etc.
Completed: _____
2. Trash: Remove all litter and debris from vehicle interiors. At the end of shift, all trash either swept out of or collected in the vehicle shall be disposed of in Metro dumpsters. **Completed:** _____
3. Operator's Area: Clean thoroughly using all-purpose cleanser and dry. Area includes the seat, frame, dashboard, visor, windshield, side window, window framing, steering wheel and mount, communication area, vanity panel, etc. Seat shall be moved fully forward in order for debris to be removed from behind and beneath it. Apply Armor All type product. Buff dry, leave no residue. Wipe fabric seats with upholstery shampoo-laden cloths.
Completed: _____
4. Fare Collection Equipment: Clean exterior using clean, lint-free cloth dampened with all-purpose cleaner, wipe with water-dampened clean, lint-free cloth, then dry with a clean, lint free cloth. Note: No spray liquid is permitted for this process. **Completed:** _____
5. 2-Way Radio: Clean exterior using clean, lint-free cloth dampened with all-purpose cleaner, wipe with water-dampened clean, lint-free cloth, then dry with a clean, lint free cloth. Note: No spray liquid is permitted for this process. **Completed:** _____
6. Video Surveillance System: Do Not Move cameras while cleaning exterior using clean, lint-free cloth dampened with all-purpose cleaner, then dry with a clean, lint free cloth. Note: No spray liquid is permitted for this process.
Completed: _____
7. Fire Extinguisher and Triangle Box: Remove dust using water-damped cloth, and dry. (Items remain mounted) Immediately notify Metro On-Duty Supervisor, if missing, defective, unable to place in mounting bracket, etc.
Completed: _____
8. Ceiling: Ceiling, Interior lighting and Escape Hatches: Wash thoroughly using all-purpose cleaner; dry leaving no residue. **Completed:** _____
9. Electronic Signs: Clean all sides thoroughly using all-purpose cleaner and dry leaving no smears.
Completed: _____
10. Passenger Signal Pull Cords and Yellow Contact Strips: Clean by using all-purpose cleaner and dry.
Completed: _____
11. All Interior Walls and Advertising Panels: Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue **Completed:** _____

Daily Deep Clean Quality Assurance Report

***A QA form must be completed for each Fleet vehicle cleaned.**

Fleet Vehicle Number _____

- 12. Air Conditioning Intake Panel and Vents: includes either rear and / or ceiling mounted. Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue. The exposed areas of vents are to be cleaned leaving no residue. Prevent drips to seats. Rear panels with carpet are to be vacuumed.
Completed: _____
- 13. Windows: tracks, outer edges, hand pulls / openers and glass panels: Clean thoroughly using all-purpose cleaner and dry. Leave no smears, smudges or residue. Prevent drips on seats. **Completed:** _____
- 14. Mirrors: Clean thoroughly using glass cleaner leaving no residue, streaks or smears. Squeegee dry where possible. Dry wipe any residual marks. Prevent drips on seats. **Completed:** _____
- 15. Seating, Vinyl and / or Fabric: Clean, sanitize and deodorize all areas; includes the metal / plastic frames and hold railing; Coverings to be inspected for spots, cleaned and dried; Vinyl covered seats are to be lifted and all dust, debris and build up cleaned from waded wires and floor below; Apply Shine Plus to vinyl seat backs, buff dry leaving no residue. Wipe seat mounts with dampened cloths, apply Shine Plus. Clean fabric seats and seat backs thoroughly by wiping with cloths containing upholstery shampoo. Clean fabric with portable steam cleaning equipment as needed. Wipe clean the metal underside of folding seats, retractable seat (return to retractors) and apply Shine Plus to metal parts. **Completed:** _____
- 16. Doors: Clean thoroughly using glass cleaner on all interior glass areas. Use general purpose cleaner to clean the remainder of door panels including touch bars, handles, upper casing and rubber stripping.
Completed: _____
- 17. Grab Rails / Upper and Lower Stanchions: Clean thoroughly using all-purpose cleaner leaving no smudges.
Completed: _____
- 18. Wheel Well Covers: Clean all covers thoroughly using all-purpose cleaner. Apply Shine Plus.
Completed: _____
- 19. Step Wells: Remove all gum and sweep. Hand clean thoroughly by scrubbing with soap and brush. Close doors to clean comers and step edges. Rinse with clean water and mop dry. Deodorize if necessary. Note: This is the only interior area where running water is permitted. **Completed:** _____
- 20. Final Step - Floor: Remove all debris, sweep and vacuum. Wet floor with mop and scrub thoroughly using soap and a brush. Mop rinse with clean water containing disinfectant. Allow to air dry. Note: No running water shall be allowed on bus floor. **Completed:** _____

I hereby certify that the information contained herein is accurate to the best of my knowledge. Any deviation from the cleaning schedule has been duly noted above.

Print Name

Signature

Date _____

Please use attached record for daily Deep Clean stats. If there are special instructions in regard to a specific Fleet vehicle, please provide detailed information and necessary documentation.

Ensure notes have corresponding reference number for reference purposes.

Soft Touch Quality Assurance Form

EXHIBIT 5

NOTES: _____

Metro - Bus Check Off Sheet

Bus	Bus	Bus	Bus	Van
9301	9001	2001	1001	7002
9302	9002	2002	1002	7004
9303	9003	2003	1003	7006
9304	9004	2004	1004	7007
9305	9005	2005	1005	
9306	9006	2006	1006	8001
9307	9007	2007	1007	8002
	9008	2008	1008	8003
9401		2009	1009	
9402	9706	2010	1010	2101
9403		2011	1011	2102
9404	9801	2012	1012	2103
9405	9802	2013		2104
9406	9803	2014	1013	2106
9407	9804	2015	1014	2107
9408	9805	2016	1015	2108
9409	9806	2017	1016	2109
9410	9807	2018	1017	2110
9411	9808	2019	1018	
9412	9809		1019	2201
9413	9811	2020	1020	2202
9414	9814	2021	1021	2203
9415	9815	2022	1022	2204
9418	9816	2023	1023	2205
9419	9817	2024	1024	2206
9420	9818	2025		2207
9421	9819	2026	1101	2208
9423	9820	2027	1102	2209
9424		2028	1103	2210
9425		2029	1104	
9426		2030		
		2031	1105	
R212	Cont.	2032	1106	
R221	Cont.	2033	1107	
R582	Cont.	2034	1108	
R692	Cont.	2035	1109	
		2036		
		2037		

Revised 02-01-2013

