

# Fare System Upgrade

Project Number: NE-90-X111 Spec: 18-18

## Request for Proposal Documents

Prepared by: Metro

December 5, 2018



Transit Authority of the City of Omaha, d/b/a/ Metro  
2222 Cuming Street  
Omaha, NE 68102

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PROJECT #NE-90-X111 Spec:18-18

# DIVISION 1- RFP SOLICITATION

REQUEST FOR PROPOSALS (RFP) INFORMATION AND GUIDELINES

Fare System Upgrade  
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**SECTION 1 – PROJECTED PROPOSAL CALENDAR**

Proposal Advertised and Issued	December 5, 2018
Deadline for Questions, Comments, & Requests for Clarification	December 17, 2018 by 4:00 p.m. (CT)
Metro’s Response to Questions/Requests for Clarifications	December 21, 2018 by 4:00 p.m. (CT)
Proposal Closing	January 31, 2019 at 2:00 p.m. (CT)
Proposer Shortlist Announced	February 8, 2019
Interviews (Tentative, and if Required)	Week of February 18, 2019
Notice of Contract Award (Anticipated)	Week of February 22, 2019
Board Award (Tentative)	March 15, 2019
Notice to proceed (Tentative)	March 15, 2019
Completion of Phase 1	September 1, 2019
Completion of Phase 2	February 1, 2020
Completion of Phase 3	March 1, 2020

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## NOTICE OF REQUEST FOR PROPOSALS (RFP)

Fare System Upgrade  
PROJECT # NE-90-X111 Spec: 18-18  
("Project")

The Transit Authority of the City of Omaha, d/b/a Metro ("**Metro**") is requesting proposals from qualified responsible contractors for the performance of Work in conformity with the Contract Documents. Metro will receive sealed proposals for that purpose, until **January 31, 2019 2:00 p.m.** Central Time, ("**Submission Deadline**"). Proposals not received by Metro as of the Submission Deadline will not be considered responsive and will not be opened. Proposals not meeting specified delivery and methods of submittal will not be considered responsive and will not be opened. Metro reserves the right to extend the Submission Deadline by issuing an Addendum.

### 1.1 ORGANIZATION BACKGROUND

The Transit Authority of the City of Omaha, d/b/a Metro, an independent political subdivision of the State of Nebraska created on May 30, 1972, is solely responsible for the administration, financing, maintenance, planning and operation of transit services (excluding taxicabs and railroad systems) within the City of Omaha and by contract for agencies and contiguous political jurisdictions. Current services include fixed, express and ADA-compliant paratransit van services within Omaha's city limits. Contracted bus services are operated for the cities of Ralston, Bellevue, and Papillion-LaVista in Nebraska and the city of Council Bluffs in Iowa. Contracts with our neighboring communities do not include the provision of paratransit services, which are operated by the individual cities. ORBT, an eight-mile rapid transit line, will launch in Spring 2020. Travel between contracted services and service within the city of Omaha is "seamless" with the same fare structure and fare media. Over the past five-years, annual unlinked trips averaged 3.9 million.

Collectively, the Omaha and contracted bus services are the "Metro System" encompassing 100 square miles (85%) of the Omaha – Council Bluffs Urbanized Area. Omaha's population is approximately 466,903 with the Urbanized Area population approximately 931,667. Bus service includes 28 routes: 19 fixed and one (1) rapid transit line (operating at various levels of service seven (7) days a week) and weekday rush-hours, seven (7) express/commuter and one (1) downtown weekday, rush-hour circulator. There three (3) transit centers affording multi-directional travel, free parking at 14 park and ride lots and by Spring 2020, 24 stations serving ORBT.

Capital, operating and non-operating revenues occur from passenger fares, service contracts, rental of property, sale of advertising space, United States Department of Transportation Federal Transit Administration (FTA) and State of Nebraska grants and City of Omaha and Douglas County Property Tax levies. The Revenue Fleet includes 114 heavy-duty buses, ten (10) articulated buses, 23 paratransit vans and four (4) paratransit sedans. The fixed route bus fleet has exterior front-end mounted bike racks and the articulated buses serving the ORBT line will have interior bike storage. See Attachment A - Fleet Description. Metro administration and maintenance operate at a single, central facility located at 2222 Cuming Street, Omaha, Nebraska. Metro also operates three transit centers, located at various points in the Metro service area.

## 1.2 PROJECT OVERVIEW

Metro is seeking creative and cost-effective solutions that meet the intent of the requirements outlined below based on the capabilities of existing systems and that support current fare policies and fare programs, while offering flexibility to support future changes to these policies and programs. Metro is committed to the Fare System Upgrade as a way to ensure that as an Agency, we will:

### (1) Enhance the Passenger Experience

Metro is focused on enhancing the passenger experience to

- Ensure equal opportunity and access for all users and protecting Metro's commitment to Title VI compliance;
- Provide opportunities for our passengers to use alternative payment methods to cash, including contactless fare cards, mobile app purchases or similar technologies;
- Reduce travel delay due to onboard fare payment;
- Provide convenient and expanded rider self-service capabilities to purchase and reload fare media at a variety of outlets, including by using a hosted, online, account-based service;
- Providing the best-possible cybersecurity and ticket fraud protection for passengers and Metro.

### (2) Improve Operational Efficiency

Metro is expecting that as a result of the Fare System Upgrade, operational efficiency will improve by

- Reducing onboard delay, confusion and disputes regarding fare collection and enforcement;
- Aligning existing service seamlessly with ORBT's operations (projected for the spring of 2020);
- Integrating newly-installed TripSpark Street Automatic Vehicle Location (AVL) system with Fare System Upgrade, allowing a single point operator logon with access card;
- Collecting data via wireless download instead of current manual probing at headquarters;
- Enhancing existing data collection and reporting capabilities for a variety of departmental needs, including tracking revenue by rider type, route, stop, direction of travel, date, time of day and other factors;
- Transitioning to a revised fare structure in 2019, that will incentivize more cashless fare payments through the introduction of new pass categories, revised fare products and prices;
- Providing flexibility and ease for adoption of emerging payment technologies as they make sense for Metro's operations;
- Ensuring that software and accounting tools allow straightforward and comprehensive reconciliation in compliance with GASB and cash management with a goal of being accurate within 1% of the daily cash count;
- Providing audit trails to minimize the risk of fraudulent activity; and
- Ensuring that Metro is able to support future system changes including new modes, services and business practices.

### (3) Build on Existing Resources and Capabilities

Metro requires that the proposed upgrades and system enhancements will perform seamlessly with or enhance the following existing systems:

- Proposer's software solution must be able to export data via standardized report;
- Genfare Odyssey Fareboxes will continue to be used and will simply accept cash onboard for the foreseeable future;
- Existing onboard Cradlepoint IBR90 cellular modems on Verizon wireless network for external data connectivity; and
- Operator interface to tally riders in wheelchairs, bikes onboard, special event passengers and

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other specialized categories as needed.

A Hosted, Account-Based System will serve as the platform with core component upgrades envisioned to include Mobile ticketing, mobile app integrated with TripSpark MyRide App, contactless and reloadable Smart cards, onboard and proof-of purchase validators, ORBT Station Ticket Vending Machines (TVM), and wireless data download options. The account-based system shall use an open architecture and open standards payment system, compatible with all relevant ISO standards, and the open nature of the future FSU will provide the basis for a flexible and scalable system that can accommodate changes in service and/or policy and be capable of incorporating emerging payment technologies should Metro elect to enable that functionality in the future.

Metro is open to innovative and flexible solutions that incorporate the latest technical offerings, and is interested in all systems which have reasonable cost of entry, are easily maintained, are modular in design and provide a user-friendly experience.

Proposers shall refer to the RFP Documents for detailed deliverables. For this Proposal, there are various elements and products associated with the Fare System Upgrade. Metro's intent is to select Proposers for consideration of awarded contract who demonstrate qualified and affirmed production capabilities and resources, staffing, scheduling and "just in time" delivery capabilities for the ticket vending machine and fare collection devices and all associated equipment and work to be provided within the Scope of Work.

The current forms of the RFP and all issued Addenda are available for inspection at Metro's Administrative Offices located at 2222 Cuming Street in Omaha, Nebraska ("Administrative Offices") and online at the following link [www.ometro.com](http://www.ometro.com). Metro reserves the right to modify all or any of the same at any time prior to the Submission Deadline through an Addendum.

### **1.3 PROJECT TIMEFRAME**

Final system must be in place and functional prior to the planned launch of the ORBT in March 2020. Correspondingly, Metro expects the project duration to be 12 months or less from the date of project award.

### **1.4 PROPOSAL INFORMATION**

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity regulations. Proposers are responsible for reading and understanding the requirements of this RFP.

The requirements of 49 Code of Federal Regulations (CFR) Part 26 applies to the Contract. It is the policy of Metro to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of the Contract. Metro encourages participation under this solicitation by all qualifying and responsible firms regardless of business size or ownership, whether as the prime contractor or a subcontractor. There is no established Disadvantaged Business Enterprise participation goal for the Contract but participation is highly encouraged.

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### 1.5 SUBMITTAL PROCESS

All proposals must be made in the form and on the forms (and contain all certificates, documentation and information) required by the RFP Documents. Any proposal that does not fully comply with any requirements of the RFP Documents will be considered non-responsive, and Metro shall be entitled to reject any such proposal at any time. Metro reserves the right to waive any minor informality or mere irregularity contained in any proposal.

No proposal will be construed to be binding on Metro unless (i) a Contract first has been awarded by Metro's Board of Directors at a public meeting, (ii) the Contract has been duly executed by each of the Contractor and Metro, and (iii) all conditions applicable to such award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied.

Proposals must be received with all required submittals as stated in the RFP, no later than January 31, 2019 at 2:00 p.m. Central Time. Proposals must be submitted to Metro in a sealed opaque envelope. Each Proposal must make reference to the Project by name and number in the upper left-hand corner, identify the contents of the envelope as a "Sealed Proposal for Fare System Upgrade, Spec: 18-18" and identify the name and address of the Proposer.

Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Proposals must be addressed and delivered to Metro at the following address. This is also the address to be used for all communication in connection with this RFP:

Transit Authority of the City of Omaha d/b/a Metro  
Fare System Upgrade  
Project: NE-90-X111 Spec 18-18  
ATTN: Jeff Rumery, Grant Administrator  
2222 Cuming Street  
Omaha, Nebraska, 68102-4392

For information regarding this proposal, contact Jeff Rumery at (402) 341-7560 EXT. 2601 phone, or [procurement@ometro.com](mailto:procurement@ometro.com). Any questions or requests for clarification are due from Proposers before December 17, 2018, 4:00 p.m. Central Time and must be submitted in writing to [procurement@ometro.com](mailto:procurement@ometro.com) using Exhibit F. If required, Metro's response to these submissions will be in the form of an Addendum.

*No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of Metro's Board or any employee of Metro (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of Contractor. Any such contact would be grounds for disqualification of the Proposer.*

By: Mr. Jeff Rumery, Grant Administrator

Dates of Publication: December 5, 2018  
December, 10, 2018

## SECTION 2- SCOPE OF SERVICES

### 2.1 PROJECT SCOPE

In general, the Proposer will deliver a complete and turnkey solution that will include design, manufacture, testing, delivery, site preparation, installation, and assistance with associated hardware, software, communications, all system interfaces, all other system components, operations, maintenance, licenses, support and training. This work consists of all labor, materials, tools and equipment required for procurement and installation, as well as all bonds, permits, and insurance necessary for this project and as required by Federal and State Laws and City Ordinances; and the general mobilization of equipment required for the completion of the work as stated in the RFP Documents. The cost proposal shall include all permits and fees, as required, to perform the project, unless otherwise noted in the RFP Documents.

#### A. Description of Need

Metro is seeking a solution to provide passengers different fare payment options and convenient fare purchasing choices. As a part of providing these payment options, Metro is anticipating a five-year, "hosted", account-based system as the platform with core components provided by the Proposer as part of a Fare System solution. Specifically, the Fare System Upgrade project must include these components:

1. Equipment Solution, Procurement and Installation
  - (a) 150 Onboard, proof of purchase validators (Validators) for our existing bus and paratransit vehicles;
  - (b) 30 Ticket Vending Machines (TVMs) to be installed at existing transit centers, the Metro administration building, and forthcoming ORBT platforms; and
  - (c) As an Option, 30 Point of Sale terminals to be distributed to various retail locations across the service area.
2. Technology Integration with Existing Capabilities at Metro
  - (a) Coordinate with existing TripSpark program, including "MyRide" app
  - (b) Migrate some or all of Metro's existing paper-based MAG-stripe card system to reloadable, account-based, contactless Smart Cards
  - (c) Provide wireless data download capability from Existing Genfare Odyssey Fareboxes, Validators and TVMs.
3. Software and Ongoing Technical Support (5-year contract)
  - (a) Provide a single user interface experience by direct integration or seamless transition from existing TripSpark MyRide application.
  - (b) Provide Software Solution to enhance current capabilities for internal and external reporting;
  - (c) Use open standards payment system;
  - (d) Provide customer support call center for Metro Passengers experiencing problems or requiring information on utilizing the account based system.

- (e) Provide all licensing and ongoing technical support for the life of the contract;
  - (f) Ensure all systems use open architecture and are compatible with all relevant ISO standards.
4. Project Management and Metro Staff Training
- (a) Manage the entire process of installation and integration from start to finish;
  - (b) Maintain recurring schedule of project management phone calls with Metro staff to ensure schedule maintenance;

B. Project Budget

The total project budget will not be released prior to project award.

C. Project Schedule and Phasing

Proposer should understand that this project is on a tight timeline. Section 1 provides an overview of the expected schedule for this project. It is up to the Proposer to guarantee delivery of the three phases of the project by the dates identified. The project will follow a three-phase schedule beginning with project award.

**Phase One: Project Pilot**

The initial Project Pilot will include installation of fare media solution on five (5) fixed route and five (5) paratransit vehicles. The test will include provision of fare validation equipment in the Pilot Project vehicles and the use of reloadable smart cards, establishing account solutions for the mobile pay app, and verification of data transmission and reporting protocols. Phase One is required to be complete and acceptable to Metro on or before September 1, 2019.

**Phase Two: ORBT Ticket Vending Machine Installation and Testing**

Coordination with AECOM (ORBT Design Team) and Dimensional Innovations (the chosen station canopy manufacturer) to install TVMs alongside installation of station canopies. The date for installation will be determined with the project team.

**Phase Three: Full Project Implementation**

Full project implementation will include installation of all required equipment on all existing fixed route and paratransit vehicles, as well as installation of all equipment on the ten (10) ORBT buses. A total of thirty (30) TVMs will need to be installed, including twenty-six (26) at ORBT stations, one (1) at the Metro Administrative Offices and three (3) at our transit stations. Full implementation will also require testing and verification and installation of equipment in vehicles and stations. In addition, all back-end software and hardware will be tested and verified to Metro's satisfaction. Phase Three, which includes final sign-off and implementation, will be complete by March 1, 2020.

D. Desired Outcomes

The successful Proposer will demonstrate that they:

1. Will provide a Cost-effective solution that meets or exceeds the RFP requirements based on the capabilities of existing systems and features, while offering future flexibilities for emerging payment technologies;

2. Have a proven track record of deploying results in production environments;
3. Have the ability to design an all-inclusive, modular ticket vending solution with reasonable cost of entry and ease of maintenance that provides a user-friendly experience for our passengers;
4. Are able to provide a hosted account-based solution that includes design, manufacturing, testing, delivery, site preparation, installation, training, software, system interfacing, all system components, three-year maintenance plan, all licensing, passenger information and customer support.

E. Project Description

Metro requires that Proposers address how they will support Metro’s needs to transition from the existing fare collection system to the desired future system when developing their response to this RFP.

**Existing Fare Collection System**

**1. Onboard Fare Collection Equipment**

Metro currently uses ticket reading and issuing equipment from Genfare’s Odyssey Electronic Validating System on all of our existing 114 fixed-route buses and 23 paratransit vans. Metro uses key functionalities of the Odyssey equipment that include:

- (a) Reading and writing on paper MAG stripe fare media for fixed-route and paratransit trips;
- (b) Printing change/residual value cards;
- (c) Issuing limited-time transfers with anti-pass back features;
- (d) Accepting U.S. currency and coins;
- (e) Reading MAG stripe cards used by our pass partners;
- (f) Manual probing for data transfer of total fare collection by type.

In addition to on-board fareboxes, Metro uses a Genfare Printer/Encoder Machine (PEM) to encode media, print receipts and verify and replace damaged fare media at our headquarters location.

*It should be noted that Metro does not own the intellectual property rights to the Genfare equipment and related software. There is no agreement in place to permit interface with other manufacturer’s equipment, nor is there any type of agreement in place to allow cooperation between Genfare and other manufacturers.*

**2. Existing Fare Structure**

**Individual Passenger Fares**

Table 1 outlines Metro’s current fare structure for Cash Fares. Note that Metro offers a variety of reduced fares that require operator verification onboard.

Table 1: Metro's Current Fare Structure

FARE CATEGORIES	Adult	Express	Half Fare	Student**	Ages 5-9	under 5 w/Adult	ADA Paratransit***
Cash One-Ride	\$1.25	\$1.50	60¢	\$1.00	50¢	Free	\$2.50
Rush-Hour Circulator	25¢	25¢	25¢	25¢	25¢	Free	--
Transfer*	25¢	25¢	25¢	25¢	25¢	Free	--
Pre-paid 10 Rides	\$12.50	\$15.00	\$6.00	\$10.00	--	--	\$25.00
Pre-paid 30 Consecutive Day	\$55.00	--	\$27.50	--	--	--	--
Reduced Fare ID: Metro Issued Photo ID							
Student Fare ID: School Issued Photo ID							
* Valid: Weekdays - 90 Minutes; Weekends - 2 Hours;							
** Valid School Days until 6:00 p.m.							
*** Must Meet ADA Criteria							

**Partner Pass Programs**

In addition, Metro has contracted with several corporate and institutional partners to provide service at set rates for employees and/or students. Currently, each of our partners use their current ID MAG cards that are then recognized by the Odyssey fareboxes. The proposed fare system will need to either read and validate or migrate the MAG cards to an account-based contactless card that may also co-reside data with partner provided contactless ID cards. Since we are contractually required to bill for trips used by our partners, we will need to ensure that our new fare system solution will continue to provide data that tracks specific cards and associates those cards with the correct partner.

**3. Fare Media Acquisition**

Currently, passengers can have the option to purchase fare media in person at select retail outlet locations in the Omaha metro area (transactions are tracked via paper reporting) or at Metro’s Administration office. Passengers can request fare media be mailed to them (with an additional fee for shipping and handling) by using a credit card over the phone or by mail or email. Metro also provides an option to purchase fare media online at ometro.com using Paypal.

Additionally, state and county entities, social service agencies and small groups purchase fare media directly from Metro to distribute to their service populations. Metro does not assess an outlet fee for these types of distributions.

**Desired Operational Concept**

**1. Fare Collection**

**Fare Structure**

Metro will be implementing a fare policy change in 2019 alongside the Fare System Upgrade. While not responsible for implementation, the Proposer will be required to advise and support Metro’s transition to a new fare structure to align with the capabilities of the upgraded system. The following are components of our

adjusted fare policy:

- (a) Incentivize the use of prepaid media through pricing strategies;
- (b) Consolidate fare categories;
- (c) Reduce the use of cash fares onboard;
- (d) Introduce new fare payment methods including reloadable contactless smart cards;
- (e) Incorporate day passes or half-day passes to minimize overall use of single-trip fares;
- (f) Eliminate transfer fees across the system.

### **Fare System**

The Proposer should address the limitations to our current fare collection system and provide support to Metro to ensure that the infrastructure for the Fare System Upgrade will:

- (a) Support the continued use of the existing Odyssey Fareboxes to accept cash fare purchase on vehicle, but not print or validate fare media;
- (b) Provide a hosted, account-based system for passengers to purchase and validate passes, automatically upgrading passenger passes to the least expensive form based on usage (i.e. the system will automatically upgrade a passengers pass from a 1 day to a 1 week pass if the passenger would exceed or equal the cost difference between the passes);
- (c) Work with our business partners for reading MAG cards or migrate the MAG cards to an account-based contactless card that may also co-reside with partner provided ID cards;
- (d) Provide structure for future business accounts with companies partnering with Metro to provide employee pass programs;
- (e) Ensure robust reporting capabilities in order to validate and research system usage.

## **2. System Software**

The proposed fare collection system architecture needs include, at a minimum, the following system components:

### **Account-based Fare System**

This software will act as the account-based back office to manage all fare accounts held by Metro passengers. This will include servicing individual passengers and passengers associated with Metro's existing or future fare partners. The design of the account-based system architecture will need to support:

- (a) Existing and future fare media;
- (b) New fare policies and programs through direct changes in the software system, including strengthening or expanding partnership programs, and implementing special event programs;

- (c) Future partnership with related mobility and city services that Metro passengers might use, including vanpool, van-share, bike-share, ridesharing, car-sharing, and other services;
- (d) Automatic adjustment of fare purchases on accounts to represent the best price option based on use.

#### **Hosted Cloud-Based Service**

The Hosted Cloud-based Service will provide a web site and mobile application that will enable passengers to purchase fare media and fare products, manage their fare accounts, review fare program rules, provide answers to frequently asked questions, and receive online customer service and support. The mobile application must be compatible with Android and Apple IOS operating systems. The mobile application will work directly with the existing TripSpark MyRide application, either by direct integration with MyRide or by a seamless transition from MyRide to a new application that provides the same look and feel as the MyRide application to provide a single user interface experience. The hosted web site will also be designed to provide the same look and feel as the MyRide web site as to provide a seamless transition from either web site to the other.

#### **Customer Support for mobile app and Passenger account services**

The Proposer will provide customer support for Metro Passengers experiencing problems or requiring information on utilizing the account based system. This will include verification methods for account holders, unlocking and resetting account credentials, support for all transactions, information on how to use the account based system, while maintaining an average service level of 75% calls answered within 5 minutes, and 95% calls answered within 10 minutes.

#### **Reporting Software Capabilities**

Metro requires that the Proposer provide accounting and reporting software that, at a minimum, meets the following needs:

- (a) Allows straightforward and comprehensive reconciliation in compliance with GASB (Government Accounting Standards Board) Rules and cash management with a goal of within 1% of actual money count accuracy;
- (b) Ensures that transactions are reportable and trackable by date, time, route, transaction number and type of fare (including account number if account based fare is used);
- (c) Provides audit trails minimizing the risk of fraudulent activity;

Proposer should understand that Metro will require ongoing training and easily-accessible technical support for in-house software users throughout the life of the five-year contract.

### **3. Equipment Compatibility**

#### **Onboard System Components**

##### **Fareboxes**

The existing Odyssey fareboxes will continue to be maintained with reduced functionality. They will continue to accept cash for exact fare amounts onboard all of our existing buses *not including the 10*

*ORBT buses to be operational in March of 2020.*

**Fare Validators**

The Proposer should provide and install onboard validators on all of Metro’s buses and paratransit vehicles. These readers will be capable of reading and validating Metro issued smart cards, barcode tickets, mobile tickets, contactless cards, and MAG cards.

All existing MAG card functionality will be moved from the Odyssey fareboxes to the proposed onboard validators. All other fare products will be transitioned to smart card or other technology supported by the new fare system. Transitioning Metro’s pass partners from MAG card to new media is a long-term goal, and all validators will need to be able to read and validate these MAG cards in the interim. All onboard equipment must be compatible with the TripSpark Streets AVL system.

**Connectivity**

Existing onboard Cradlepoint IBR90 cellular modems on Verizon wireless network for external data connectivity.

**4. Field Equipment and Installation**

Field system components to be installed:

- (a) TVMs: a total of twenty-six (26) TVMs will be installed at ORBT stations, one (1) will be installed at Metro’s main headquarters, and three (3) will be installed at Metro’s Transit Centers.
- (b) TVM Not to exceed 31” W x 72”H x 30”D.
- (c) Validators, up to 200 on Metro vehicles (See Attachment A Fleet Status)
  - a. 114 on Fixed Transit Fleet
  - b. 22 on Paratransit Fleet
  - c. 30 on ORBT Fleet

**5. Optional Equipment to be Procured**

Other system components of the fare collection system could potentially include the following:

- (a) Mobile Inspection Devices

Mobile inspection devices shall support proof-of-payment inspection through scanning and validation of fare media. The mobile inspection devices shall validate whatever fare media is part of the Proposer’s package, including but not limited to smart cards, NFC enabled mobile devices, and MAG stripe media.

- (b) Proposed Point of Sale (POS) Terminals

POS terminals shall be installed to retail outlets to provide our passengers a convenient option to reload smart cards, view account balances, view account activity, and purchase fare media. POS terminals should accept credit cards and PIN-less debit cards. The terminals will provide an experience similar to the hosted web site and mobile application for interface consistency. The minimum requirements for the POS Terminal are as follows:

- a web-enabled device equipped with a secure retail sales application that provides sales tracking and reporting
- a fully-functional sales and reloading POS with a staff terminal and passenger-facing display
- an integrated smartcard reader;
- a secure cash drawer;
- an EMV-compliant credit/debit card reader; and
- Specified receipt paper should be of a type and size that is readily available from third-party sources and not proprietary to the TVM manufacturer.

### **Project Management**

In support of achieving a creative and cost-effective solution, the Proposer needs to show ample competency and capacity to provide project management to fulfill the needs of the project.

#### ***Required Services***

The Proposer shall provide all project management services for full implementation of the project, including coordinating regular project meetings/conference calls; providing regular progress reports and documenting schedule updates; configuring system design, and managing full installation. Furthermore, Proposer will provide all on-site training, including supporting product and system testing. Following System Acceptance, Proposer will ensure that Metro has access to ongoing technical support services, maintains appropriate spare ratios for procured equipment, and receives prompt warranty support when necessary.

#### ***Project Meetings and Schedule Attainment***

The Proposer shall coordinate regular project conference calls/meetings at intervals decided upon by the project team. The expectation is that meetings will be scheduled at least bi-weekly until the point where project implementation has commenced, when more-frequent communication and coordination will be required. Proposer should show availability for key team members for these calls throughout the life of the project.

#### **Configuring System Engineering and Design**

The Proposer shall design the system to include and accommodate technical specifications as described in Attachment B. The System Design shall include Preliminary and Final Design Reviews.

#### ***Installation***

Installation of all components must be compliant with manufacturer best practices, and must not cause the relocation of any existing equipment nor cause a hazard of any kind to vehicle operators or passengers. Physical location of equipment being installed on vehicles, in buildings, and at stations will be approved by Metro staff before installation.

#### **Testing and Acceptance**

All hardware and software will be tested and confirmed as functional post installation. These tests will include all system integrations, hardware and software functions that are required for full functionality of all systems and system integrations as proposed. Metro acceptance will include a Pilot for proof of concept and functionality, then each vehicle, station, and building installation will be subject to acceptance by Metro.

#### Documentation

The Proposer shall provide documentation to verify that key objectives have been met throughout the process. This documentation will need to provide milestones and percentages of completion on a weekly basis. The milestones will include responsible party, required or estimated completion dates, and notes as to the current progress each week. This documentation will then be provided to Metro Project Lead/Manager each week during conference call with relevant personnel.

#### Training

The Proposer will provide training for all relevant Metro personnel and ensure that all aspects of the required functionality of the proposed solution are taught at a level consistent with maintaining the normal operational requirements of the solution, as well as providing Metro personnel with accurate notes, product user documentation, and training materials.

#### Warranty and Service Agreement

The Proposer shall provide three-year parts and labor warranty, and a clear RMA process. Parts that are mission critical in that the solution will not function properly without them, will include advance replacement RMA options by Manufacturer or Provider.

## 2.2 PROJECT REQUIREMENTS SUMMARY

A. A Disadvantaged Business Enterprise (DBE) Participation Goal has not been established for this project.

B. Project Completion.

Project is to be completed by March 1, 2020.

C. Completion

1. The Date of Substantial Completion of the Work is the date certified by written Notice that the work is 95% or more complete, with the exception of a minimal list of deficiencies.
2. Occupancy or utilization of Completed Work, or a portion of completed work, by Metro, does not constitute Substantial Completion or Final Acceptance.
3. Contractor has no right to damages for any causes of delay by Metro. Scheduling of the Work must be mutually agreed upon by Metro and the Contractor before Work can commence. Metro's operational requirements are paramount and shall take precedence. A request for an adjustment of time shall be forwarded in writing to Metro's Project Manager as soon as the Contractor is aware of circumstances beyond the Contractor's control. Requests shall include a statement of cause and expected time delay. The Project Manager may from time to time award extensions to the contract time justified by delay caused by either the Contractor or Metro, provided that adequate evidence is

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presented to enable the Project Manager to determine with exactness the extent and duration of delay for each item involved. Time may only be adjusted by Change Order.

4. The Contractor in his/her submittal of RFP Form(s) is undertaking to complete the Work within the stated and agreed contract time, has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether because of delays in procuring equipment, materials, workers or other causes.

## 2.3 PROPOSAL INFORMATION

### A. Contacts.

#### Owner(s)

Transit Authority of the City of Omaha d/b/a Metro  
2222 Cuming Street  
Omaha, NE 68102

#### Project Manager

Kevin Pendland, Network Systems Manager  
402-341-7560 ext. 2424  
kpendland@ometro.com

#### Procurement

Jeff Rumery  
402-341-7560 ext. 2601  
[jrumery@ometro.com](mailto:jrumery@ometro.com)

### B. RFP Documents and Technical Specifications are available for review at:

1. Metro Administrative Office  
2222 Cuming Street  
Omaha, Ne 68102
2. Metro's Website  
[www.ometro.com](http://www.ometro.com)

### SECTION 3. PROPOSAL INSTRUCTIONS

#### 3.1 DEFINITIONS

In addition to any other term that may be defined in the RFP Documents, whenever used in the RFP Documents, the following terms shall have the following meanings:

- (a) **"RFP"** means and refers to the response and offer of a Proposer submitted on the prescribed forms and in the prescribed manner setting forth, among other matters, the prices for the Work to be performed. The RFP includes the completed proposal together with all other attachments, documents, instruments, forms, submissions, exhibits and schedules attached thereto or referenced therein or that is otherwise submitted or furnished (or is required to be submitted or furnished) to Metro at any time by a Proposer in furtherance of its RFP in accordance with the RFP Documents or that a Proposer is required by the RFP Documents to submit or furnish to Metro, including the Bid Security;
- (b) **"Proposer"** means and refers to a responsible Proposer that has submitted a responsive RFP to Metro;
- (c) **"RFP Documents"** means and refers to all documents issued by Metro in furtherance of the solicitation of RFPs for the Project. The RFP Documents include: (i) the Notice of Solicitation (including any other advertisement or invitation to RFP and any related published information), (ii) the RFP Documents together with all attachments, documents, instruments, forms, submissions, exhibits and schedules attached thereto or referenced therein, including any Supplemental Conditions, Construction Drawings and the Technical Specifications. (iii) all Addenda, (iv) all inquiries, notices, requests, forms, requests, documentation and other matters that a prospective Proposer is required or permitted to submit in furtherance of any communication with Metro pursuant to paragraph 2(m) of the Instructions to Proposer, (v) the Proposer's List Data Form,
- (d) **"business day"** means Monday through Friday of a calendar week other than a day that is recognized by Metro as a holiday for Metro's administrative personnel;
- (e) **"Contract"** means and refers to the entire integrated written agreement between Metro and Contractor concerning the Work and the Project. The Contract includes (i) all exhibits and schedules attached to the Contract, and (ii) all agreed to Change Orders (as defined in the Contract), each of which is or will be integrated into and made a part of the Contract. The Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between Metro and Contractor as to the subject matter of the Contract;
- (f) **"Contract Documents"** means and refers to (i) the RFP Documents, (ii) the RFP, (iii) the Contract and any documents, information or other items or matters designated as such in the Contract,
- (g) **"Contractor"** means and refers to the Proposer that has been awarded the Contract by Metro, but only if the Contract has been entered into by both Metro and Contractor and all conditions applicable to the award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied;
- (h) **"include", "included", "including"** and words of similar import shall be construed as if followed by the phrase "without limitation";
- (i) **"Governmental Authority"** means and refers to any governing bodies (including any governmental (and quasi-governmental), federal, state and local subdivision or unit of such governing body, together with their respective officials, authorities, agencies, departments and divisions) that has jurisdiction, whether in whole or in part, over any matter that, at any time, may relate to or pertain to any matter to which any Governmental Requirement may govern or apply. Governmental Authority includes the United States Department of Transportation ("**DOT**") and the Federal Transit Administration ("**FTA**");
- (j) **"Governmental Requirement"** means any requirement of any Governmental Authority that is, or that may become, effective or applicable at any time to the any of the RFP Documents, the Contract Documents, the Project, the Work or Contractor's performance under and in respect of the Contract, including all Laws and Regulatory Approvals of any Governmental Authority and all regulations, rules, orders, directives and

standards and other requirements all regulations, rules, orders, directives and standards and other requirements issued or promulgated thereunder that Metro may be at any time be required to implement, observe, execute, follow or adhere to, whether by application of the provisions of the applicable Master Agreement between Metro and the FTA ("Master Agreement"), any Laws or Regulatory Approvals or otherwise;

(k) "**Law(s)**" means all statutes, laws, codes, ordinances, regulations, rules, orders, directives and standards of any Governmental Authority, that may be in effect or that may be or that may become applicable at any time to the any of the any of the RFP Documents, the Contract Documents, the Project, the Work, the Contract or Contractor's performance under and in respect of the Contract. Laws includes all Environmental Regulations and the Federal Transportation Act and all regulations, rules, orders, directives and standards and other requirements issued or promulgated thereunder;

(l) "**Project**" means Ticket Vending Machines and Fare Collection PROJECT NO.: 18-18; "Project" is sometimes used interchangeably with "Work" and, if so, shall be ascribed that definition;

(m) "**Regulatory Approval**" means any and all approvals, licenses, permits, consents, registrations or authorizations, certificates, forms and licenses of any Governmental Authority that may be in effect or that may be or that may become applicable at any time to the RFP Documents, the Contract Documents, the Work, the Project or Contractor's performance under or in respect of the Contract;

(n) "**Representative**" means designated individuals of Metro ; and

(o) "**Work**" means and refers to all supervision, direction, employees and other labor, all materials, supplies, services, work, machinery, transportation, tools, equipment, plant required for set-up of general plant, storage/staging areas and facilities, and all other tasks and incidentals necessary to fabricate, construct, assemble, install and otherwise perform and complete the Project, the Work and the Contract as and when required and otherwise in conformity with the Contract Documents.

### 3.2 RESERVATIONS

- A. Metro reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority.
- B. Metro also reserves the right to award a contract solely on the basis of the initial proposal without any interviews or negotiations. Therefore, proposals should be submitted to Metro on the most favorable terms possible, from a cost or price and technical standpoint.
- C. This solicitation for RFPs shall not be considered to be an offer to award the Contract. This solicitation may be amended, modified, withdrawn or canceled by Metro at any time for any reason or for no reason. Whether not Metro amends, modifies, withdraws or cancels this solicitation, Metro is not responsible for any cost or expense that may be incurred by any prospective proposer or any proposer incurred prior to the execution of the Contract, including any costs associated with preparing a Proposal. No Proposal shall be considered binding upon Metro unless (i) a Contract first has been awarded by its Board of Directors at a public meeting, (ii) the Contract has been duly executed by each of the Contractor and Metro, and (iii) all conditions applicable to such award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied. Metro reserves the right to withdraw or cancel the award of the Contract for any reason or no reason without liability. In the event of the withdrawal or cancellation of this solicitation or the award of the Contract, the Bid Security of each Proposer shall be released and returned by Metro.

### 3.3 PROPOSER'S RESPONSIBILITIES

- A. Without prejudice or limitation to any other representation required to be made or otherwise made by Proposer with its Proposal, the submission of its Proposal constitutes a representation by Proposer that,
- 1) Proposer has read and understands the RFP Documents and the Proposal is made in accordance with all requirements of the RFP Documents;
  - 2) Proposer possesses the capabilities, resources, and personnel necessary to perform the Work in accordance with the Contract Documents;
  - 3) Proposer is duly organized and existing under and by virtue of the Laws of the state of its organization and has the power to transact business in the State of Nebraska;
  - 4) Proposer has all power, authority and capacity under all applicable Laws and under its organizational and constituent documents to enter into and to perform under and in respect of the Contract;
  - 5) The Proposal has been duly authorized, executed and delivered by Proposer;
  - 6) Proposer has read and thoroughly examined the RFP Documents and has a complete understanding of the terms and conditions required for the full and complete performance of the Work in conformity with the Contract Documents;
  - 7) Before submitting its Proposal, Proposer has made all investigations and examinations necessary to ascertain the character, location and other conditions and requirements pertaining to the Work site and the Work that it has determined may affect in any way its full and complete performance of the Work in conformity with the Contract Documents;
  - 8) Proposer has found no errors, conflicts, ambiguities or omissions in any of the RFP Documents;
  - 9) Proposer is familiar with all Governmental Requirements applicable to the project and all work done as part of this project.
  - 10) To the best of Proposer's knowledge, after due and diligent investigation and inquiry,
    - a. No member of Metro's Board of Directors nor any of Metro's officers or employees is employed by, or has a financial interest, direct or indirect, in the Bid, the contemplated Contract, the Proposer or any Subcontractors,
    - b. No gratuities have been offered or given by or on behalf of Proposer with an intent to secure the Contract, and
    - c. Neither the award of the Contract to the Proposer nor its performance (as Contractor) under or in respect of the Contract will result in any conflict of interest that is prohibited under any Governmental Requirement, including any such conflict referenced or described in the Master Agreement or in Section 7 or Section 8(a)(5) of FTA Circular 4220.1E.

### **3.4 IDENTIFICATION OF PROPOSER**

With its Proposal, Proposer must separately be identified fully and completely in an attachment to its Bid referencing this Paragraph 3.4, whether a natural person/individual, partnership (general or limited), corporation, limited liability company, association or other form of business organization (whether or not regarded as a legal entity under Applicable Law), trust, estate or any other entity. If an individual doing business under a fictitious name submits a Proposal, the Proposal should so state. If a Proposal is made by a partnership or a limited liability company, the full names and addresses of all members of the partnership or limited liability company must be given. In the case of a partnership, a general partner must sign the Proposal. In the case of a limited liability company, the manager or authorized member must sign the Proposal. If a corporation makes the Proposal, an authorized officer must sign the Proposal. If the Proposal is made by a joint venture, the full names and addresses of all members of the joint venture must be given and one authorized member should sign the Proposal. If applicable, a copy of the partnership/joint-venture

agreement/operating agreement shall be included as an attachment to the Proposal. Each Proposal shall be made in the name of the Proposer, dated and signed with an ink pen by the appropriate individual, whose name and title also shall be printed or legibly written. Signatures shall be accompanied by the address (including city, State and zip code) and the telephone number of the Proposer. If the Proposal has been submitted by an agent of Proposer, evidence of the power of attorney must be attached to the Proposal. Metro reserves the right to verify the status of the signatory.

### 3.5 CONTRACTOR RESPONSIBLE FOR ALL WORK/PERFORMANCE; MINIMUM CONTRACTOR PARTICIPATION

Contractor shall be responsible for all performance undertaken or required under or in respect of the Contract, including the performance of all Work and providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the Project, the Work and the Contract consistent with established industry practices, whether or not those services, equipment, facilities, and functions are specifically required by the terms of the Contract or in any RFP Document. Notwithstanding Contractor's use of any Subcontractors, Contractor shall have a minimum participation level of not less than thirty percent (30%) of the Contract Amount.

### 3.6 COMMUNICATION WITH METRO

- A. General Inquiry. Other than as otherwise expressly required in this paragraph 3.7(A) any inquiry relating to the RFP Documents, the Project or the Work must be made in writing to the Grant Administrator and must be received by Metro no later than 4:00 p.m. Central Time on December 17, 2018 using Exhibit F. Each inquiry must refer to the Project by name and submitted on the Request for Clarification Form Provided in the RFP Documents. Metro will issue a response to any such request by written Addendum.
- B. Errors and Discrepancies in RFP Documents. If a Proposer believes that there may exist an error, discrepancy, ambiguity or omission in any RFP Document, then prior to the submission of its Proposal, Proposer must notify the Grant Administrator of the same by written notice on the Request for Clarification Form (Exhibit F). By submission of its Proposal, Proposer represents there exists no error, discrepancy, ambiguity or omission in any of the RFP Documents that would change the cost, progress or performance of the Work. Metro will review, evaluate and respond in the same manner as any other inquiry made pursuant to the RFP Documents. Whether or not approved, Metro will issue a response to Proposer's inquiries by written Addendum.
- C. Requests for Clarifications, Approved Equals, Product Options and Substitutions. Wherever brand, manufacturer, or product names are used in respect of the Work, they are included only for the purpose of establishing a description of minimum quality of the requested item unless otherwise specified in the specifications or other RFP Documents. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. Prospective Proposers may discuss the specifications and related matters with the Grant Administrator; however, any requests for approved equals or other substitutions must be made to the Grant Administrator in writing by use of the "**Request for Clarifications/Substitutions**" form (Exhibit F) included in the RFP Documents, which must be received by Metro no later than 4:00 p.m. Central Time on December 17, 2018. When an approved equal is requested, if so requested by Metro, the prospective proposer must demonstrate the quality of its alternative product to Metro and furnish sufficient technical data, test results, etc., to enable Metro to determine whether the product is or is not equal to specification required by the RFP Documents. Whether or not approved, Metro will issue a response to a Request for Substitutions/Approved Equals by written Addendum. The Contract will provide that Metro may reject any request by Contractor following the award of a Contract for a substitute

or qualified equal, in its Metro's sole judgment and absolute discretion.

- D. Modifications to Proposals; Withdrawal of Proposals. Any Proposer that has submitted a Proposal may modify or withdraw its Proposal at any time prior to the Submission Deadline. Withdrawal of a Proposal may be made only with written confirmation under signature of the Proposer. Withdrawal of a Proposal will not prejudice the right of any Proposer to submit a new Proposal in its own name or in combination with another Proposer, provided that the new Proposal is received by Metro as of the Submission Deadline. Modifications to a Proposal and requests to withdraw a Proposal received by Metro after the Submission Deadline will have no effect and will be returned unopened.
- E. Submission by Prospective Proposers. For avoidance of any doubt, all inquiries, notices, requests, forms, requests, documentation and other matters that a prospective proposer is required or permitted to submit in furtherance of any communication with Metro pursuant to this paragraph 3.7(E) must be made in the name of the prospective proposer or Proposer, as may be applicable.
- F. Addendum; Metro Initiated Addendum; Proposer Responsibility. No verbal or written instructions or interpretations in respect of the RFP Documents, the Contract Documents or the Project will have effect or validity regardless of source unless made in the name of the Grant Administrator in the form of a written Addendum. Complete copies of each related form, inquiry, request or submission etc. made pursuant to this paragraph 3.7(F), together with the corresponding Addendum (and any other Addendum contemplated by the RFP Documents) will be available for inspection at Metro's Administrative Offices and online at the following link [www.ometro.com](http://www.ometro.com). Nothing in the RFP Documents shall be construed to restrict Metro from issuing any Addendum at any time or at its own initiation. Notwithstanding anything contained in the RFP Documents to the contrary, it is the responsibility of the Proposer to obtain copies of all issued Addenda. Proposer is required to acknowledge on the form and manner required by the RFP Documents that it has received all issued Addenda, and failure to do so will cause the Bid to be deemed non-responsive.

### **3.7 PROTESTS**

- A. Pre-Submittal Protests. A pre-submittal protest is protest received prior to the Submission Deadline. This protest must be made in writing and received by the Grant Administrator not later than 2:00 pm. Central Time on the date that is not later than three (3) business days prior to the Submission Deadline. This protest must be addressed as follows: Protest, Project 18-18: Fare System Upgrade, Grant Administrator, 2222 Cuming St, Omaha NE 68102.
- B. Post-Submission Deadline/Pre-Award Protests. A Post-Submission Deadline/pre-award protest is a protest against making an award of the Contract, must be made in writing and received by the Grant Administrator not later than 2:00 p.m. on the date that is not later than five (5) days after the submission date. This protest must be addressed as follows: Protest, Project 18-18: Fare System Upgrade, Grant Administrator, 2222 Cuming St, Omaha NE 68102.
- C. Post-Award Protests. A Post-Award protest is a protest against making an award of the Contract to the successful Proposer as determined by Metro. This protest must be made in writing and received by the Grant Administrator not later than 2:00 p.m. on the date that is five (5) business days after the date of the Notice of Intent to Award the Contract. This protest must be addressed as follows: Protest, Project 18-18: Fare System Upgrade, Grant Administrator, 2222 Cuming St, Omaha NE 68102.
- D. Protest Limitations and Requirements. Protests are limited to those allowable by, and made in compliance

with, the protest procedures currently established by Metro (“Protest Procedures”), a copy of which are available for inspection at the Administrative Offices. All protests must be concise, direct and sufficient to permit Metro to determine the full and complete basis therefor and shall be fully supported by all current, accurate, relevant, objective information, documentation and other support considered necessary by the prospective proposer or Proposer, as may be applicable. Metro reserves the right to request additional support from the protester. In the event of an appeal from the award of a Contract, the award shall not be considered final or binding upon Metro unless the Contract award is thereafter confirmed to the successful Proposer in writing by the Executive Director.

- E. Metro Response. The Grant Administrator will respond to the protest no later than five (5) days after the protest has been received by the Grant Administrator. Appeals from the Grant Administrator’s determination must be made to the Executive Director as, when and in the manner required by the Protest Procedures. The Executive Director will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Executive Director’s decision will be provided within ten (10) days after receipt of protester’s appeal from request. The Executive Director’s decision is final, and no further action on the protest will be taken by Metro.
- F. Extensions of Time and other Effects of Protest. Without limitation to any other provision in the RFP Documents, if deemed appropriate to resolve any protest Metro may extend the Submission Deadline and the award of the Contract, issue an Addendum or withdraw this solicitation, or postpone, reconsider any award of a Contract or cancel this solicitation, all as determined in the sole judgment and absolute discretion of Metro.
- G. Appeals to FTA. For information purposes only, protesters should be aware of the Federal Transit Administration’s protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F). If Federal funding is involved, the FTA will review protests from a third party only when a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or violations of specific federal Governmental Requirements have occurred. A protester must exhaust all administrative remedies with Metro before pursuing a protest with the FTA. An appeal to the FTA by the protester must be received by the appropriate FTA regional or Headquarters Office within five (5) working days of the date the Proposer knew or should have known of Metro’s final decision in respect of the protest. Such protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City, MO, 64106.

### **3.8 DISCLOSURE OF PROPRIETARY INFORMATION**

- A. By submission of its Proposal, a Proposer acknowledges that Metro is a public body to which Laws of the State of Nebraska governing the disclosure of public records (Neb. Rev. Stat. 84-712 to 84-712.09, inclusive; “Public Records Statutes”) have application. A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by Law contained in the Proposal by:
  - 1) marking each page of each such document prominently in at least 16-point font with the words “Proprietary Information”,
  - 2) printing each page of each such document in a different color paper than the paper which the remainder of the proposal is printed; and
  - 3) segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words “Proprietary Information” in at least 16-point font, along

with the name and address of the Proposer.

If access to documents marked "Proprietary Information" (and otherwise complying with (1) through (3) above), is requested pursuant to the Public Records Statutes, Metro will notify the Proposer of the request. The Proposer shall have the burden to establish that such documents are exempt from disclosure under the Public Records Statutes, and Metro shall not be responsible to undertake any act or action to prevent any such disclosure. Notwithstanding the foregoing, Metro reserves the right to release any documents requested pursuant to the Public Records Statutes if Metro determines that such information is a public record under the Public Records Statutes.

### 3.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- A. The requirements of 49 Code of Federal Regulations ("CFR") Part 26 shall apply to the Contract. It is the policy of Metro to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. Metro encourages participation under this solicitation by all responsible and qualifying firms regardless of business size or ownership. Metro has established a specific Disadvantaged Business Enterprise ("DBE") participation goal for the Contract in the amount of **0%** of the Contract Amount ("**DBE Participation Goal**") through race/gender neutral means. Metro's overall DBE participation goal for all contracts for FFY 2017 – 2019 is 9.87%. In order to receive the award of the Contract, Title 49 Code of Federal Regulations (CFR) Part 26, requires the apparent low Proposer must establish either (i) that it has met the DBE Participation Goal through race/gender neutral means; or (ii) that it has made adequate good faith efforts to meet the DBE Participation Goal. This requirement is in addition to all other pre-award requirements.

#### 1. Attaining DBE Contract Goals

- a. Prime contractors shall, at a minimum, seek certified DBE Subcontractors in the same geographic area in which they generally seek subcontractors for a given solicitation. If the Proposer cannot meet the DBE goals using certified DBEs from the same geographic area, the Proposer may expand its search to a reasonably greater geographic area.
- b. Prime contractors are required to make good faith efforts to replace a DBE Subcontractor that is unable to perform with another certified DBE Subcontractor. In order to ensure compliance with this requirement, any substitution of DBE Subcontractors after execution of the Contract must be approved by Metro as outlined in 49 CFR Part 26.
- c. Metro encourages prime contractors on DOT assisted contracts to investigate to the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to use these institutions.

#### 2. Soliciting DBEs

**All Proposers should make every reasonable effort to subcontract work to DBEs through Good Faith Negotiations and solicitations in advance of the dates specified in this solicitation for submitting and opening of proposals.**

Only those DBEs who are currently certified through the Nebraska Department of Transportation

(NDOT) Civil Rights Office or DBEs having certification that can be made final through the NDOT Civil Rights Office in accordance with applicable provisions of 49 CFR Part 26 before the due date for this solicitation on which a firm seeks to participate as a DBE will be considered in meeting the DBE contract goal for this project. For a listing of Nebraska certified DBEs see: <http://dot.nebraska.gov/business-center/civil-rights>.

3. Evaluation of Bid Proposals for DBE Participation

- a. Meeting DBE Project Goal Criteria: The Proposer must either meet or exceed the established DBE goal(s) for the project or submit documentary evidence with their bid substantiating that good faith efforts were made to meet the established DBE goal(s).
- b. Required DBE Information as a matter of Proposer responsiveness:  
The award of this Contract by Metro is conditioned upon the Proposer satisfying the good faith effort requirements of 49 CFR 26.53. Proposers must present all of the required DBE information with their proposal as a matter of responsiveness for consideration of the proposal, as follows:
  - i. All bidding firms are required to include a completed *DBE Participation Form* (included in this solicitation) and *DBE Confirmation Form* (included in this solicitation); and
  - ii. All bidding firms are required to include a completed ***Bidder's List Form***.
  - iii. If the DBE goal(s) is/are not met, documentary evidence of good faith efforts.

4. Evaluation of Responsiveness:

- a. A Bid proposal will not be read if the required DBE information is not included.
- b. If no DBE participation is intended by Proposer, the DBE Participation Form must indicate that good faith effort documentation is included with the bid proposal. A signed, blank or incomplete DBE Participation Form will be interpreted as meaning that no DBE participation is intended, and the bid deemed as not complying with submission of required DBE information and determined non-responsive.
- c. Required DBE information shall not be subject to revision after the closing date of specified in the solicitation.
- d. The information submitted on the DBE Participation Form will be verified by Metro's designated DBE Liaison Officer (DBLEO). Errors in addition will be treated in accordance with Metro's current specifications and procedures.

5. Good Faith Efforts to Secure DBE Participation

- a. If the Proposer fails to meet or exceed the established DBE goal, the Proposer must submit documentation evidencing that bona fide good faith efforts were undertaken to secure DBE participation as provided by 49 CFR Part 26, Appendix A, Part IV, quoted in italics below:

*IV. The following is a list of types of actions which you should consider as part of the Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.*

- A. *(1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.*
- (2) The Proposer should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The Proposer should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.*
- B. *Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract Work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these Work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.*
- C. *Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.*
- D. *(1) Negotiating in good faith with interested DBEs. It is the Proposer's responsibility to make a portion of the Work available to DBE Subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the Work.*
- (2) A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the Work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.*
- E. *(1) Not rejecting DBEs as being unqualified without sound reasons based on a*

*thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Proposer or prime contractor to accept unreasonable quotes in order to satisfy contract goals.*

*(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or desire to perform the Contract Work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.*

- F. *Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.*
- G. *Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.*
- H. *Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs*

6. Small Business Enterprise (SBE) Participation Program.

Metro has incorporated as an element of its DBE program, reasonable steps to eliminate obstacles for small business enterprises (SBEs), both DBE and non-DBE, in order to facilitate their competition on DOT assisted contracting opportunities, as provided by 49 CFR 26.39, as amended October 2, 2014.

- a. **Purpose/Objectives.** The purpose of Metro's Small Business Enterprise Participation Program is to foster race-neutral small business participation in DOT assisted projects. Since small business elements developed by Metro will be a part of its approved DBE program plan. Metro will use the definition of "small business concerns" set out in 49 CFR §26.5, as amended, in administering its program. This will ensure that all small businesses allowed to participate in the program (DBEs and non-DBEs) are subject to the same size standards and, consequently compete with similarly-sized businesses. By facilitating participation for small businesses, Metro believes that establishing program elements that pull together various ways for reaching out to small businesses, makes it easier for the small businesses to compete for DOT-assisted contracts, thus fostering the objectives of Metro's DBE program.
- b. **Definitions of Terms.** The definitions of terms contained in 49 CFR § 26.5, as amended October 2, 2014, shall be used as definitions in Metro's Small Business Enterprise Participation Program and are hereby incorporated by reference.

- c. **Fostering Small Business Participation.** As part of accomplishing this program element, Metro will actively use the following strategies to foster small business participation:
- i. Metro will consider unbundling contracts on a case-by-case basis. The DBELO will review all scopes of work to determine if there are sections of work where there are definitely separable items that can be unbundled. Thus, when practical, on large scope contracts containing work involving different disciplines or trades, such contracts will be divided into potentially smaller contracting opportunities.
  - ii. On prime contracts exceeding \$100,000 not having DBE contract goals, Metro will require the prime contractor to provide subcontracting opportunities of a size that small business concerns, including DBEs, could reasonably perform, rather than self-performing all the work. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE/DBE participation, even when the prime contractor might have the ability and otherwise prefer to perform these work items with its own forces.
  - iii. Generate awareness of Metro's procurement opportunities to small businesses by utilizing broader advertising in print and electronic media, and advertisement circulation to small business representatives and stakeholder groups.
  - iv. Participate in business development meetings and other stakeholder group hosted events intended to enhance procurement opportunities for small businesses.
  - v. Identify DBEs, non-DBE and SBEs in the local market area using Metro's Proposers list.
- d. **Eligibility Standards.** To ensure the eligibility of a small business concern, Metro will take steps to verify eligibility of a small business concern to participate in its Small Business Participation Program. Metro's Small Business Enterprise Participation Program prohibits small business concerns to self-certify/verify as small businesses.

**Therefore, only those currently certified SBEs or SBEs that can be certified by the City of Omaha prior to a contract award are eligible for participation in Metro's Small Business Enterprise Participation Program. See: <http://www.cityofomaha.org/humanrights/contract-compliance> for a listing of City of Omaha eligible SBCs.**

- e. **Goal Setting/Reporting Requirements:** Metro's Small Business Enterprise Participation Program is intended to facilitate compliance with the 49 CFR §26.51, as amended October 2, 2014, (1) to meet the maximum feasible portion of Metro's overall DBE goals by using race-neutral means of obtaining DBE participation; and (2) to implement race-conscious measures by establishing goals that apply only to DOT-assisted contracts with subcontracting opportunities to meet any portion of the overall goal Metro is unable to meet using race-neutral means alone. The use of race-neutral small business goals on the same contracts that have DBE contract goals is difficult to administer. Therefore, Metro will not establish small business participation project goals in any contract solicitation that has a specified DBE goal.

Pursuant to 49 CFR §26.11(a), as amended October 2, 2014, Metro is required to track DBE project participation and transmit data via the Uniform Report of DBE Awards or Commitments and Payments to the applicable DOT operating administration. See: [http://www.transportation.nebraska.gov/letting/DBE/Certified\\_DBEs\\_4-25-16.pdf](http://www.transportation.nebraska.gov/letting/DBE/Certified_DBEs_4-25-16.pdf) for the *Directory of Nebraska of Department of Roads (NDOR) Certified Disadvantaged Business Enterprises.*

Therefore, race-neutral participation of DBEs certified through the NDOT achieved through the Small Business Enterprise Participation Program shall be counted towards attainment of Metro's overall DBE project goal established for any DOT-assisted contracts.

7. Good Faith Efforts Reconsideration.

If Metro's preliminary finding is that the proposer did not demonstrate a satisfactory effort to meet the contract DBE goal(s), the proposer may appeal the preliminary finding by submitting a writing request for reconsideration with three (3) days of the preliminary finding. The proposer may then present information either in a written narrative supporting its good faith efforts, or may appear in person. Any and all new information not included in the original SOQ documents will be excluded from the final determination. The appeal will be heard by a hearing officer appointed by the Executive Director. The hearing officer will be an individual who is knowledgeable about the DBE Program and its good faith efforts provision, but has had no part in the preliminary finding. The hearing officer will hear the appeal within five (5) days of receipt of the written request, and issue a written decision within three (3) days following the appeal hearing. The hearing officer's decision is administratively final, and has no further appeal.

8. Substitution of DBE.

The Contract will require the Proposer awarded the Contract to promptly notify Metro whenever a DBE Subcontractor performing work related to the Work is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of Work. The Proposer may not terminate any DBE Subcontractor and perform that Work through its own forces or those of an affiliate without prior written consent of Metro.

## **SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD**

### **4.1 PROPOSAL COPIES**

- A. The proposal package consists of two (2) sealed packages.
- B. The first sealed package should contain an original and seven (7) bound, full, complete, and exact copies of the Technical Proposal. The package should be clearly labeled "Spec: 18-18 Fare System Upgrade".
- C. The second sealed package should contain an original and one (1) full, complete, and exact copies of the Cost Proposal. The package should be clearly labeled– "Spec: 18-18 Fare System Upgrade - Cost Proposal."
- D. Proposers are asked to submit a complete set of their Proposal Documents in an electronic format (flash drive) and submit with Cost Proposal packet.
- E. Pages in the Proposal document shall be numbered. The Proposer shall ensure that all copies and all electronic media are identical to the Proposer's hardcopy, original submission. In case of a discrepancy, the hard copy shall govern.

### **4.2 TECHNICAL PROPOSAL FORMAT**

- A. The technical proposal page limit is 20, single sided, pages. The Proposer may choose to allocate pages between any of the criteria as long as the proposal does not exceed 20 pages. If a Proposer submits a proposal exceeding this limit, Metro will consider the pages up to the allowable number and discard all subsequent pages.
- B. The following are excluded from the page count:
  - Title Page
  - Table of Contents
  - Letter of Transmittal
  - Tabs or Indices
  - Additional lists of references
  - Résumé/background information (please restrict to a maximum of three (3) pages per individual)
  - Required forms such as certifications, financial data, pricing sheet and Exhibits
  - Vendor Registration Form
  - Required, completed Technical Matrix included as Attachment B (exempt from page count, please print 11"x17" landscape)
- C. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

### **4.3 TECHNICAL PROPOSAL CONTENT**

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and

arrive at a sound determination as to whether or not the proposal will meet Metro's requirements. Each technical proposal must be specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or attest that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

B. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

1. Title Page

Show the RFP title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

The letter should be addressed to Grant Administration, Jeff Rumery, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
- c. Acknowledgement of receipt of RFP addenda, if any
- d. Name, title, address, telephone number and email address of the contact person for this project
- e. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified

4. Experience and Qualifications

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- b. This section should demonstrate the Proposer's experience, skills and qualifications of the Project Manager and other key personnel in the manufacturing and installation of bus passenger shelters and amenities in meeting goals, objectives and schedules. Describe direct experience administering and operating similar projects during the last three (3) years. Identify and describe in detail any plans on services the Proposer will provide that are not specifically required in this RFP.

- c. Provide resumes for the proposed Project Manager and other key personnel and discuss the unique qualifications these individuals bring to the project.
  - d. To demonstrate the Project Manager's experience, provide references on up to five (5) representative projects. At least one reference contact (including name, title, e-mail address and telephone number) should be provided for each project. Include role of the Project Manager, contract amount, and contract start and end dates.
5. Response to Scope of Work and Description of Need  
In no more than 20, single sided pages, please respond to the stated outlined in Section 2.1. Project Scope Proposer should detail the way that they will approach the project to meet the project timeline and provide the desired outcomes. In addition, Proposer should complete the Technical Matrix attached as Attachment B and note any incompatibility with Metro's desired capabilities. Please print Technical Matrix on 11"x17" landscape, fillable PDF is available at: [www.ometro.com](http://www.ometro.com). Technical Matrix is exempt from page count.
6. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the awarded contract file. In this section the Proposer must submit information demonstrating that the Firm is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit Metro to inspect and examine its financial statements. The Proposer shall submit the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements should be included with the Cost Proposal submittal and consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.
7. Production Capability
- a. This section should describe and specifically demonstrate the experience, skills and qualifications of key personnel and team to perform the required services. Present the work and project management approach and techniques required for quality control of the Work including submittal of shop drawings, manufacturing methods, quality oversight, including shipping "just-in-time" to each location. At minimum address and include preliminary production schedule to include submittal of shop drawings, accuracy, level and output of manufacturing, and installation of specified products. Identify employee numbers/resources used for completion of the Work.
  - b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type and percentage of time employees will be committed to this proposed project.
  - c. Provide details of the production facility to be used. This should include location of site, square footage of production area, fabrication equipment to be used, paint booth area, storage, installation equipment and other details to show sufficient capacity and ability to complete the Work required.

- d. Provide a list of manufacturing contracts in progress or anticipated contracts which may run concurrent with this proposed Work. Include in the proposed timeline or schedule submitted the other work anticipated.
8. Subcontractor Utilization Plan. Subcontractors must be approved by Metro prior to contract award. For each anticipated subcontract, provide:
    - a. Subcontractor's name, address, and telephone number including the name, title and telephone number of the contact person
    - b. DBE category, if applicable (Metro has set a 0% DBE goal for this project)
    - c. Type(s) of goods or services to be provided
    - d. Estimated value of subcontract
    - e. The following signed and dated certification statement: "I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to Metro upon request."
9. Exceptions, Omissions and Form of Contract
    - a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
    - b. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.
10. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
11. Debarment
    - a. Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs." Proposer must include a completed certification in the form attached in Division 2 of the RFP Documents.
    - b. Proposer agrees to refrain from awarding any Subcontractor of any amount (at any tier) to a debarred or suspended subcontractor. Proposer must include with its Proposal a completed

certification in the form attached in Division 2 of the RFP Documents from each Subcontractor (at any tier) seeking a contract exceeding \$25,000.

- c. Proposer agrees to provide Metro with a copy of each conditioned debarment or suspension certification provided by a prospective Subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

#### 12. Lobbying

- a. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
- b. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the Metro's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to Metro.

#### 13. Employee Eligibility Verification

- a. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.
- b. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).
- c. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

#### 14. Buy America

- a. To the extent applicable to the Work, Proposer agrees to comply with 49 U.S.C. § 5323(j), and FTA's Buy America regulations at 49 C.F. R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in this project are produced in the

United States, unless a waiver of these provisions is granted. General waivers are listed in 49 C.F.R. 661.7. Proposer must submit to Metro the appropriate Buy America certification with its Proposal unless subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification found in Division 2 of this solicitation will be rejected as nonresponsive.

#### 4.4 TECHNICAL CONTENT

The technical needs for the Fare System Upgrade are detailed in the matrix attached as Attachment B “Technical Matrix. A Fillable PDF of the Technical Matrix is available at [www.ometro.com](http://www.ometro.com). Please print on 11” x 17. Landscape” Technical Matrix is exempt from page count.

#### 4.5 PROPOSAL SUBMISSION REQUIREMENTS – COST PROPOSAL

- A. The Cost Proposal shall be submitted in a separate, sealed envelope per RFP Instructions. **DO NOT INCLUDE COST PROPOSAL with other Submitted Proposal Documents – Separate Technical and Contractual Submissions per Section 4.3.**
- B. The costs included in the cost proposal should include all items of labor materials, and other costs necessary to perform the contract further explained in Division 3 – Supplemental Conditions. Transportation costs, offloading, installation and other costs associated with the delivery and ultimate installation of fabricated equipment should be included in price proposal. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- C. Proposer understands that pay applications submitted for this project work shall identify subcontractors, if applicable, the amount of payment to the subcontractor for each pay application period as well as cumulative total paid to the subcontractor for the term of the contract. If subcontractor is certified as Disadvantaged Business Enterprise (DBE) this shall be identified on the Subcontractor Utilization Form submitted with each monthly payment application.

#### 4.6 BASIS FOR CONTRACT AWARD

- A. This is a “Best Value,” competitive, negotiated source selection. Award of contract, if made, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to Metro, price/cost and other factors considered.
- B. Prior to the issuing Notice-of Intent to Award the Contract, Metro will review and evaluate each of those Proposals applying the criteria and requirements of the RFP Documents. Without limitation to any other Governmental Requirement, to be determined “responsible”, a Proposer must possess at the time of the award of the Contract the ability to perform successfully and a willingness to comply with the terms and conditions of the Contract, including (i) the financial resources adequate to perform the Contract, or the ability to obtain them; (ii) the ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; (iii) a satisfactory

performance record; (iv) a satisfactory record of integrity and business ethics; (v) the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them; (vi) compliance with applicable licensing and tax laws and regulations; (vii) the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; (viii) compliance with Affirmative Action and Disadvantaged Business Program requirements (if applicable); and (ix) any other qualifications and eligibility criteria necessary to receive an award under any Governmental Requirement.

Notwithstanding anything contained in the RFP Documents to the contrary and without limitation to any additional right of Metro in respect of such matters, Metro reserves the right to deem any Proposer as not responsible if: such Proposer has failed to comply with any requirements of the RFP Documents, including any pre-qualification requirements cited therein as a requirement or condition of the submission of a Proposal; whether the Proposer has failed to pay, or satisfactorily settle, any amount to due for labor and materials in connection with a current contract with Metro as of the Submission Deadline; or the Proposer was declared to be in default in any previous contract with Metro that was not resolved to the reasonable satisfaction of Metro or whose work in a prior contract with Metro was otherwise found by Metro to be deficient or otherwise not satisfactory, as reasonably determined by Metro.

- C. Metro may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. Metro is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, Metro will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- D. Proposers are further cautioned that Metro may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to Metro. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

#### **4.7 PROPOSAL EVALUATION CRITERIA**

##### **Technical Proposal Evaluation and Selection Process**

###### **A. Evaluation Procedures**

Evaluations will be conducted by an Evaluation Committee, including Metro's Grant Administrator. The evaluators in applying the weighted criteria below to the proposals may consider additional sub-criteria beyond those listed.

Committee members will individually evaluate, rank and total the scores for each proposal based on the criteria. The scores of all members will next be added together for each proposer.

###### **B. Evaluation Criteria**

CRITERIA	KEY FACTORS CONSIDERED
Qualifications, Related Experience, and References	Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; references demonstrating success in providing similar services.
Staffing and Project Organization	Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
Work Plan	Depth of Proposer's understanding of Metro's requirements as set forth in Scope of Work and within this RFP, overall quality of work plan; logic, clarity and specificity of work plan.
Cost and Price	Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of price units; basis on which prices are quoted
Completeness of Response	Completeness of response in accordance with RFP instructions; exceptions to or deviations from the RFP requirements that Metro cannot or will not accommodate; and any other relevant factors not considered elsewhere.

**4.8 Presentations/Interviews/Written Responses**

- A. After the submission of proposals, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal.
- B. Proposers selected for interview will be notified by phone and email to schedule a date and time. Notification will be to individual identified on submission documents. Interviews are tentatively scheduled for the week of February 8, 2019. Selected Proposers will be informed as to the exact time and other details regarding the interview.

**4.9 NEGOTIATIONS & BEST AND FINAL OFFERS (BAFO)**

- A. Additional contract negotiations may be required with the highest ranked Proposers prior to final contract award. Metro may solicit a Best and Final Offer (BAFO) from one or more Proposers. Metro may or may

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not contact all Proposers to negotiate and/or to submit a BAFO.

- B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award to the responsive and responsible Proposer(s) judged to provide the best value to Metro.

ATTACHMENT A: FLEET STATUS REPORT

ROLLING STOCK	FLEET	SUB-FLEET	YEAR	LENGTH	QUANTITY	FRONT DASH VOLTAGE	VALIDATOR NUMBER PER VEHICLE INTERIOR LOCATION
BUS	Gillig Low Floor	GIL102	2002	40	5	12 - 24	1 - Front Door
BUS	Gillig Low Floor	GIL102	2002	35	6	12 - 24	1 - Front Door
BUS	Gillig Low Floor	GIL102	2009	40	8	12 - 24	1 - Front Door
BUS	Gillig Low Floor	GIL102	2010	35	12	12 - 24	1 - Front Door
BUS	Gillig Low Floor	GIL120	2010	40	12	12 - 24	1 - Front Door
BUS	New Flyer Low Floor	D35LFR	2011	40	5	12 - 24	1 - Front Door
BUS	New Flyer Low Floor	D40LFR	2011	35	4	12 - 24	1 - Front Door
BUS	New Flyer Low Floor	XD35	2013	35	8	12 - 24	1 - Front Door
BUS	New Flyer Low Floor	XD35	2014	35	10	12 - 24	1 - Front Door
BUS	New Flyer Low Floor	MD30	2015	30	5	12 - 24	1 - Front Door
BUS	New Flyer Low Floor	X35LFR	2018	35	14	12 - 24	1 - Front Door
BUS	New Flyer Low Floor	X35LFR	2018	35	5	12 - 24	1 - Front Door
BUS	Alexander Dennis		2018	35	15	12 - 24	1 - Front Door
BUS	Alexander Dennis		2018	30	5	12 - 24	1 - Front Door
BUS	New Flyer Articulated	XD60	2019	60	10	12 - 24	3 Curbside Doors
VAN	FORD 76-BUNO	FORD76BUN10	2010		3	12	1 - Front Door
VAN	FORD 76-BUNO	FORD76BUN10	2010		3	12	1 - Front Door
VAN	FORD 76-BUNO	FORD76BUN12	2013		8	12	1 - Front Door
VAN	FORD 76-BUNO	FORD79BUN20	2017		9	12	1 - Front Door
AUTO	AUTO	FORD/FUSION	2014		4		1 - Mid-Section

**TVM Technical Requirements**

<b>A TVM General Requirements</b>				
		<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
	Metro requires a total of 30 TVMs will be installed among two Transit Centers, Metro Headquarters, and all ORBT stations to enable our passengers to purchase fare media, check balances, and reload accounts. The TVMs will connect via broadband over cellular or wired connections already established at each location to a central data center for reporting and to banking services to process credit card transactions. All TVMs will:			
<b>1</b>	Accept cash and credit payment types			
<b>2</b>	Support real-time processing of media sales and account/card reloads			
<b>3</b>	Provide detailed reporting for each transaction including time and date, transaction type, account information (without credit card or pin numbers), and amount of transaction back to a central reporting server			
<b>4</b>	Support the purchase/issuing of media, reloading of transit accounts, and account balance inquiries			
<b>5</b>	Be capable of automatically limiting transaction types when without online communications, or otherwise operating in a degraded mode			
<b>6</b>	Be capable of maintaining outdoor operations within temperature extremes of -20 F to +130 F and at humidity levels between 5% and 98%			
<b>7</b>	Measure no larger than 31" W x 72" H x 30" D			
<b>8</b>	Report status updates and all service warnings to the central reporting server and be capable of emailing service warnings to facilitate faster response times			

<b>B TVM and Fare Media Requirements</b>				
TVMs will be capable of dispensing fare media and reloading passenger accounts as well as proximity card media. TVMs will be capable of accepting cash, credit, and EBT cards. TVMs will also be capable of reading existing media and providing available balance information. TVM will also dispense contactless smart cards as well as 'paper' tickets and passes. Specifically, TVMs will:		<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
<b>1</b>	Accept cash with the denominations of \$1, \$5, \$10 and \$20 bills			
<b>2</b>	Accept coins with the denomination of nickel, dime, quarter and one dollar			
<b>3</b>	Allow Passengers to check and print a report of account balances remaining on proximity cards			
<b>4</b>	Dispense and encode 'paper' tickets and passes. Encoding should allow for multiple types of passes and tickets to be sold at and dispensed from the TVM			
<b>5</b>	Be capable of loading additional funds to existing passenger accounts and proximity card media			
<b>6</b>	Display current amount due based on passenger selections and payments			
<b>7</b>	Print and issue transaction receipts <i>when requested</i>			
<b>8</b>	Return monies deposited in machine if transaction is canceled or aborted			
<b>9</b>	Provide audio output of messages and instructions			
<b>10</b>	Include raised lettering and braille instructions in accordance of ADA requirements			
<b>11</b>	Be capable of accepting Visa, MasterCard, Bank debit cards, and EBT Cards			

C TVM Communications and Reporting Requirements				
TVMs will communicate via the existing cellular or hardwired broadband connections provided by Metro at each location. In the absence of available communication path, the TVM will function in a degraded mode that will automatically limit the available transaction types for passengers. The TVM will communicate with financial entities for credit/debit transactions via an encrypted secure tunnel connection over the Metro provided internet connection. The TVM will provide detailed reports back to a central Metro server that will provide passenger transaction data WITHOUT passenger full credit card or pin numbers. In order to accomplish this, TVM's will:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Use existing broadband or cellular internet connections for all communications			
2	Be capable of operating in a degraded mode during communication failures automatically limiting the types of available transactions to passengers			
3	Communicate all credit/debit/passenger account information using data encryption compliant with the PCI DSS (Payment Card Industry Data Security Standard) when processing transactions.			
4	Communicate with a central Metro server for reporting data that will include:			
	Transaction Type			
	Transaction Amount			
	Passenger Account (If available)			
	Transaction date/time			
	Transaction location			
	Transaction number			
	Transaction Success/Failure			
5	Provide secure transactions by not storing locally nor transmitting any full credit card numbers, PIN numbers, debit card numbers, or other regulated PCI DSS data back to the reporting server			
6	Provide status of available coin and bill storage and provide email alerts when receiving vaults are nearing capacity and when dispensing vaults are nearing empty			
7	Allow for remote shutdown or remote degradation of services from central Metro server			
8	Alert and report all security events to central Metro server, including normal maintenance servicing, adding/removing of vaults, and unauthorized access via email notifications			
9	Transmit all event data for diagnostics, power, communications failures, environmental alerts, and system status information back to the central Metro server			

<b>D TVM Passenger Interface Requirements</b>				
The TVM will provide an interface with passengers at the front of the machine only. The passengers will be able to interface with the TVM using either touch screen or button controls. The TVM will provide quick access to most used passenger functions to reduce the number of screens or button pushes the passenger must engage with to complete their transaction. The TVM must provide visual, tactile, and audio instructions for each screen. Metro will provide final configuration, function, arrangement and description of all devices for the front of the panel, including:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Audio output of messages and instructions that are field adjustable for each TVM to be audible in all station environments			
2	Keypad (PIN pad) options that accomodate passengers with visual impairments			
3	Instructions that clearly indicate each step a passenger will follow to choose and complete a transaction, including pictograms that clearly depict proper insertion and orientation of bills and bank cards			
4	Passenger control to change or cancel any transaction selection up to the moment when the complete transaction option has been selected			
5	Automatic detection of what form of payment the passenger has inserted			
6	Allowing multiple payment types for a single transaction			
7	Accepting money in any sequence when depositing cash or coins			
8	Interface controls that are designed to prevent unauthorized access to the TVM interior			

<b>E TVM Display Screen Requirements</b>				
The TVM display screen will provide passengers with a full color display with basic instructions sequentially provided on how to perform any transaction available on the TVM. The TVM will incorporate a screen font size that meets ADA requirements and provide audio assistance to complete transactions. The display screen will:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Consist of a color, trans-reflective LED backlit LCD.			
2	Provide a resolution of no less than 1024 by 768 pixels, and will generally use dark characters on a light background			
3	Measure no less than 15 inches diagonally			
4	Be able to produce no less than 256 distinct colors			
5	Display characters and symbols to comply with ADA requirements			
6	Be angled at least 15 degrees from vertical to permit ease of use by standing passengers as well as those seated in wheelchairs			
7	Be free from obstruction by any portion of the TVM exterior, outer doors, mounting bezels, or other element of the TVM			
8	Include a variable lighting system with an ambient light sensor for adjustment of screen intensity during different hours of use and should be adjustable remotely by Metro staff			
9	Allow full customization of display by Metro staff remotely			

<b>F TVM Push Button Requirements</b>				
The TVM shall incorporate at least two push buttons for passenger use. The first button will be to turn on audio annunciation of instructions and other on screen information in the language selected. The second button will be a cancellation button allowing the passenger to cancel any transaction prior to completing that transaction. All buttons will:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Be made of stainless steel or hardened aluminum that does not rotate			
2	Be accompanied by an audio tone to verify the button was pressed			
3	Require less than 8 ounces of resistance to depress and function properly regardless of where the force is applied on the surface of the button			
4	Protrude no more than .25 inches from the face of the front panel			
5	Be protected against vandalism, including impact resistance from pounding			
6	Maintain IP66 rating for water/dust proofing			
7	Be easily replaceable from inside the unit and not removable from the outside			
8	Comply with all applicable ADA requirements for accessibility, including incorporating braille on or directly next to the buttons			

<b>G TVM Bill and Coin Vault Requirements</b>				
The TVM will contain separate bill and coin vaults. The vaults will retain monies in removable secure containers that do not exceed 50 pounds when full. The vaults will be modular within the TVM, allowing for quick changing with empty vaults for retrieval of full vaults. All bill vaults will:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Stack bills neatly			
2	Be made of stainless steel and require a high security key to open so that no Metro representative will have access to the funds inside the vault			
3	Be sturdy enough to survive a drop from 3 feet on a concrete floor on any corner or side while retaining all contents and without compromising the locking mechanism			
4	Have a carrying handle or handles and be easily retrievable from the TVM by a Metro service representative using a gloved hand			
5	Be secured within the TVM and require a high security key to access			
6	Be designed to enable quick proper placement within the TVM			
7	Report on the current level within each vault and send an alert when capacity is at greater than 80% full			

<b>H TVM Touch Screen Requirements</b>				
The TVM shall provide a touch screen interface for passengers providing context sensitive information and ease of system navigation and use. The touch screen will be color with the capability to support at least 256 colors. The TVM touch screen will enable passengers to interact with the TVM and select any available transaction function. At a minimum, touch screens should:		<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
<b>1</b>	Provide variably defined functions as required through transaction progression			
<b>2</b>	Allow for any available transaction to be completed by the passenger			
<b>3</b>	Provide no less than 12 clearly delimited regions from which selection may be made. Each region shall be no less than 2 square inches in size			
<b>4</b>	Be dynamically defined and allow for easy navigation for all passenger transactions, and designed to reduce dwell time by minimizing the number of screens required to complete a transaction			
<b>5</b>	Have a language selection area that will change the language for the transaction, then revert to English after completion of that transaction			
<b>6</b>	Have a dedicated touch area capable of canceling the transaction at any time before completing the transaction. This function will be duplicative of the physical cancel button required in the previous section			
<b>7</b>	Have a layout and menu selection system that will be customizable by Metro staff remotely following installation			
<b>8</b>	Provide an audible tone each time a button is pushed, and will play an alternate tone for invalid button pushes			

<b>I TVM Cash Slot Requirements</b>				
	The TVM will have designated slots for the insertion and return of both cash and to accept cash and coins. The TVM must be capable of validating the type and value of each bill and coin when inserted into the machine. Coins and bills that cannot be validated must be returned automatically. Additional required features include:	<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
1	A bill insertion slot that is designed to guide bills fed into the TVM without jamming			
2	A coin slot that is designed to prevent multiple coins being jammed together in order to preventing the coins from dropping into the validation mechanism			
3	A shutter or similar system over slots that maintains an IP66 rating when not accepting bills or coins to prevent dust and water from penetrating the TVM			
4	A coin return tray or bin that will safely hold returned coins			
5	The opening for the coin return tray/bin will be recessed and covered with a spring-loaded door that opens inward, but does not have enough force to cause pinching when opened by passengers.			
6	The coin validator at a minimum will be capable of accepting multiple coins in denominations of penny, nickel, dime, quarter and dollar			
7	The tray/bin door will maintain the TVMs IP66 rating when closed			
8	The coin return slot will be designed to minimize intrusion into the TVM			
9	The coin return tray/bin will be designed to drain any liquids to the outside of the TVM			
10	The coin return tray/bin must be at least 24 inches from the finished floor			
11	The coin return tray/bin must provide a visual notification to the passenger of its location			
12	In the event a jam does occur due to foreign objects, bent or sticky coins, the coin release mechanism will cause the jammed items to be released into the coin return tray/bin			
13	When a passenger cancels a transaction by use of the cancel button this action will activate the coin release mechanism			
14	The bill slot will include a bill validator, a bill escrow module, and a bill vault and chassis			
15	The bill validator will accept one bill at a time and will determine the denomination and validity of the bill			
16	The bill validator will determine the validity and denomination by validating both sides of the bill, dimension, pattern, and color recognition.			
17	The bill validator will be capable of accepting at a minimum multiple bills in varieties of \$1, \$5, \$10, \$20			

18	The bill validator will return any bill deemed to be invalid			
19	The bill return process will keep the bill gripped in order to prevent the bill from falling from the TVM			
20	The TVM will be capable of handling situations where the passenger does not respond to a returned bill and will be able to return to normal working order after an elapsed time, preventing passenger inaction causing an out of service state for the TVM			
21	Both the coin and bill validators will contain security measures that make it impossible to pull a coin or bill out of the machine once it has been accepted			
22	As new coins and bill designs are introduced by the U.S. Treasury Department, the TVM will be capable of being programmatically updated to accept the new designs remotely, while still maintaining the ability to accept previous designs			
23	The TVM will be capable of refusing acceptance of high denomination bills for low dollar transactions, in order to limit the amount of return change to the passenger			
24	The TVM will include a bill escrow module that will temporarily store bills for each transaction until completion or cancellation of the transaction			

<b>J TVM Bill and Coin Vault Requirements</b>				
The TVM will contain separate bill and coin vaults. The vaults will retain monies in removable secure containers that do not exceed 50 pounds when full. The vaults will be modular within the TVM, allowing for quick changing with empty vaults for retrieval of full vaults.		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	The bill vault will stack bills neatly.			
2	The vaults will be made of stainless steel and require a high security key to open.			
3	The vaults will be must be sturdy enough to survive a drop from 3 feet on a concrete floor on any corner or side while retaining all contents and without compromising the locking mechanism.			
4	The vaults will have a carrying handle or handles and be easily retrievable from the TVM by a Metro service representative using a gloved hand.			
5	The vaults must be secured within the TVM and require a high security key to access.			
6	The vaults must be designed to enable quick proper placement within the TVM.			
7	The TVM must report on the current level within each vault and send an alert when capacity is at greater than 80% full.			

<b>K TVM Smart Card Processing System</b>				
The TVM will allow passengers to purchase new and reload monies onto existing smart cards. The TVM will be able to:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Recognize and update information on contactless smart cards			
2	Provide balance information, and load new monies to contactless smart cards			
3	Vend new contactless smart cards with value added at the time vended			
4	Determine the status of each card and be able to verify with the central Metro server			
5	Invalidate cards that have been marked as invalid on the central Metro server, to prevent lost/stolen cards from being further used			
6	Report on invalidated cards for verification purposes			
7	Provide a detailed description of the smart card processing system to Metro for review			

<b>L TVM Bank Card Processing System</b>				
The TVM will be capable of accepting Visa, MasterCard, and Bank Debit cards as payment. The TVM will process the card transaction using PCI DSS standards for banking compliance. The TVM will not store nor report full card numbers or PIN numbers.		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	The TVM will include all modules necessary to process bank cards including chip enabled bank cards.			
2	The TVM will have the ability to require a minimum payment for processing bank cards in order to reduce transaction fees. This minimum amount will be remotely configurable by Metro.			
3	The TVM will have a 'cash only' mode that will be enabled if network communications are offline.			
4	The TVM will support cardholder verification methods, including address verification and all methods as defined by EMV, to limit risk of fraudulent transactions. These verifications may include entering PIN, billing ZIP code, or none, depending on Metro configuration parameters. Parameters include card brand, card type, country of card issuance.			
5	The TVM will include distinct bank card transaction time-outs.			
6	A detailed description of the bank card processing system will be provided to Metro for review.			

<b>M TVM Products to be Vended</b>				
TVMs will be able to provide Passengers:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1.	Reloadable contactless smart cards, paper tickets/passes or QR/Barcoded cards.			

<b>N TVM Receipt Printer</b>				
The TVM will be equipped to print and issue receipts to passengers after a transaction is completed. The TVM software will allow the passenger to select whether or not they wish to have a printed receipt provided. To conserve material and reduce waste paper the TVM will not automatically print a receipt.		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	The receipt printer will also be capable of printing a diagnostic report of the TVM when requested from an authorized technician. Samples of this report and the information available will be provided to Metro for review.			
2	The TVM should also be capable of initiating an emailed receipt sent to the passenger either by using existing passenger account information if available or an email address entered by the passenger at the TVM.			
3	Specified receipt paper should be of a type and size that is readily available from third-party sources and not proprietary to the TVM manufacturer.			

**Fare Validator Technical Requirements**

<b>A Fare Validator General Requirements</b>				
Fare Validators will be installed at on all revenue fleet vehicles. The Fare Validators will connect via WiFi or wired connections to the onboard vehicle Cradlepoint router then to a central Metro server for reporting transactions. The Fare Validators will accept contactless smart cards, MAG cards, mobile payment using NFC, or QR/Barcode systems. Further, the Fare Validators will:		<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
<b>1</b>	Support real-time processing of transactions on reloadable media and support automatic data downloads either real-time or at Transit Centers and Administration Building			
<b>2</b>	Provide detailed reporting for each transaction including time and date, transaction type, account information (without credit card or pin numbers), and amount of transaction back to a central reporting server			
<b>3</b>	Report status updates and all service warnings to the central reporting server			

<b>B Fare Validator and Fare Media Requirements</b>				
Fare Validators will be capable of reading, validating, reporting and when necessary deducting fare amounts from contactless smart cards, mobile payment devices, and MAG cards. Fare validators will provide:		<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
<b>1</b>	Audio output of messages and instructions			
<b>2</b>	Instruction graphics as well as raised lettering and braille instructions in accordance of ADA requirements			
<b>3</b>	Audio and visual feedback on success or failure of fare validation that is visible and audible to the vehicle operator as well as the passenger			

<b>C Fare Validator Communications and Reporting Requirements</b>				
	<b>If the system has real-time data communication the Fare Validators will communicate via the existing Cradlepoint cellular router on each vehicle. If the system operates on data communication at Transit Centers and the vehicle barn, or in the absence of available communication path, the Fare Validator will function in a local mode, that will have the capabilities of keeping all data up to 72 hours before overwriting. The central Metro server will send alerts on all Fare Validators that have not connected within 24 hours. The Fare Validators will provide detailed reports back to a central Metro server that will provide passenger transaction data.</b>	<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
<b>1</b>	Fare Validators that provide a real-time data download option will utilize existing Cradlepoint cellular internet connections for all communications.			
<b>2</b>	Fare Validators will be capable of operating in a local mode when communication is not available. This local mode will be capable of storing all transactions for a minimum of 72 hours.			
<b>3</b>	Fare Validators that operate in a local mode will download all data information at Transit Centers or vehicle barn. The central Metro server will report on vehicles that have not communicated in 24 hours and continue to provide alerts on those vehicles every 4 hours until communication has been restored.			
<b>4</b>	Fare Validators will communicate with a central Metro server for reporting data that will include:			
	Transaction Type			
	Transaction Amount			
	Passenger Account (If available)			
	Transaction date/time			
	Transaction location			
	Transaction Success/Failure			
<b>5</b>	Fare Validators will alert and report all security events to central Metro server, including normal maintenance servicing back to central Metro server.			
<b>6</b>	Fare Validators will transmit all event data for diagnostics, communications failures, environmental alerts, and system status information back to the central Metro server.			

<b>D Fare Validator Passenger Interface Requirements</b>				
The Fare Validator will provide easy to understand visual pictogram instructions to passengers on how to validate their fare media. These instructions will also include braille information for our visually impaired passengers. The Fare Validator will provide visual and audible feedback on fare validation success or failure to the passenger and the vehicle operator. Additionally, fare validators will:		<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
<b>1</b>	Include Instruction graphics with raised lettering and braille instructions in accordance of ADA requirements			
<b>2</b>	Automatically detect what form of media the passenger has presented			
<b>3</b>	Allow all audible tones and messages to be field-adjustable			
<b>4</b>	Have instructions on the front panel that clearly indicate each step a passenger will follow to complete the fare validation procedure			
<b>5</b>	Include pictograms that clearly depict proper insertion and orientation of fare media in the appropriate slot or location on the validator			

<b>E Fare Validator Smart Card Processing System</b>				
The Fare Validator will allow passengers to utilize reloadable contactless smart cards . A detailed description of the smart car processing system will be provided to Metro for review. At a minimum, the Fare Validators should:		<b>Can Proposer Meet This Requirement? (Yes/No)</b>	<b>Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)</b>	<b>Please Provide Specific Explanation for Alternate</b>
<b>1</b>	Incorporate the ability to recognize and update information on contactless smart cards			
<b>2</b>	Be able to determine the status of each card and be able to verify with the central Metro server in either real-time or at the next data communications locations			
<b>3</b>	Invalidate cards that have been marked as invalid on the central Metro server, to prevent lost/stolen cards from being further used			
<b>4</b>	Keep a list of and report on invalidated cards for verification purposes			

<b>F Fare Validator NFC Processing System</b>				
The Fare Validator will allow passengers to utilize NFC devices. A detailed description will be provided to Metro to review, but at a minimum, the Fare Validators will:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Incorporate the ability to recognize and update information on NFC devices			
2	Be able to determine the status of each NFC device and be able to verify with the central Metro server in either real-time or at the next data communications locations			
3	Invalidate NFC devices that have been marked as invalid on the central Metro server, to prevent lost/stolen cards from being further used, even when being used in local mode			
4	Report on invalidated NFC devices for verification purposes			

<b>G Fare Validator MAG Processing System</b>				
The Fare Validator will allow passengers to utilize MAG cards. A detailed description will be provided to Metro to review, but at a minimum, the Fare Validators will:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Incorporate the ability to recognize and where appropriate update information on MAG cards			
2	Be able to determine the status of each MAG device and be able to verify with the central Metro server in either real-time or at the next data communications locations			
3	Invalidate MAG devices that have been marked as invalid on the central Metro server, to prevent lost/stolen cards from being further used, even when being used in local mode			
4	Report on invalidated MAG devices for verification purposes			

<b>Software Reporting Requirements</b>				
Metro Requires that the software provided ensure the following reporting capabilities are maintained. Additional capabilities will be explored as part of the proposal process. Existing capabilities that need to be maintained include:		Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Reporting cashbox use by bus, date, time and route			
2	Providing passengers transaction data from missing or malfunctioning fare cards			
3	Categorizing trips by pass type, including pass types for pass partners for monthly reporting			
4	Cataloging the number of unused fare cards for financial reporting and auditing			

**Optional Equipment**

<b>A Mobile Inspection Device</b>				
	Mobile inspection devices will support proof-of-payment inspection through scanning and validation of fare media. The mobile inspection devices will validate whatever fare media is part of the Proposer's solution, including but not limited to smart cards, NFC enabled mobile devices, and MAG stripe media. The Mobile Inspection Devices will:	Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Support real-time inspection and validation of all valid types of fare media, including contactless smart cards, NFC enabled mobile devices, MAG stripe media, and QR/Barcode media			
2	Provide easy to interpret visual and audible reference for validation success or failure			
3	Provide a reporting log of validation successes and failures that include device id, user id, date, and time of each event			
<b>B Point of Sale Terminal</b>				
	POS terminals will be installed at retail outlets to provide our customers a convenient option to reload smart cards, view account balances and account activity, and purchase fare media. POS terminals should accept credit cards and PIN-less debit cards. The terminals will provide an experience similar to the hosted web site and mobile application for interface consistency. The key capabilities will include:	Can Proposer Meet This Requirement? (Yes/No)	Does Proposer Have Alternate that Meets or Exceeds? (Yes/No)	Please Provide Specific Explanation for Alternate
1	Web enabled device equipped with a secure retail sales application that provides sales tracking and reporting			
2	Fully-integrated sales and reloading POS with a staff terminal and passenger-facing display			
3	An integrated contactless smart card reader			
4	A secure cash drawer			
5	An EMV-compliant credit/debit card reader			
6	Be capable of providing printed receipts for each transaction			
7	Specified receipt paper must be of a type and size that is readily available from third-party sources and not proprietary to the manufacturer or Proposer			
8	Be capable of accepting credit cards and PIN-less debit cards			
9	Be capable of reloading contactless smart cards			
10	Be capable of accessing, adding monies to, and viewing activity on Passenger accounts from the hosted account based system			
11	Have a customizable interface that will provide a similar experience to the hosted web site and mobile application			

PROJECT: Fare System Upgrade  
PROJECT #: 18-18

## DIVISION 2- REQUIRED SUBMISSION DOCUMENTS

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**REQUIRED SUBMISSION DOCUMENTS**

**The Transit Authority of the City of Omaha**  
**PROJECT NAME: FARE SYSTEM UPGRADE**  
**PROJECT NE-90-X111 Spec: #: 18-18**

The following forms are required to be submitted with the bid proposal and can be found on the pages following.

- \_\_\_\_\_ Proposal Form (to be included in the Cost Proposal Envelope ONLY)
- \_\_\_\_\_ Exhibit "A" to the General Conditions, Federal Clauses for Procurement of Construction
- \_\_\_\_\_ Exhibit "B" to the General Conditions, Debarment/Suspension - Prime
- \_\_\_\_\_ Exhibit "C" to the General Conditions, Debarment/Suspension - Sub
- \_\_\_\_\_ Exhibit "D" to the General Conditions, Affidavit of Non-Collusion – Prime
- \_\_\_\_\_ Exhibit "E" to the General Conditions, Lobbying Certification
- \_\_\_\_\_ Exhibit "F" Request for Substitutions/Approved Equals
- \_\_\_\_\_ Exhibit "G" Acknowledgement of Addendum
- \_\_\_\_\_ Exhibit "H" Conflict of Interest Disclosure
- \_\_\_\_\_ Exhibit "I" Buy America Acknowledgement
- \_\_\_\_\_ Exhibit "J" Bidder's List Data Form

Please ensure all forms are signed and dated and all requested information is assigned.

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

### PROPOSAL FORM

To: The Transit Authority of the City of Omaha d/b/a Metro  
2222 Cuming Street  
Omaha, Nebraska 68102

The undersigned, having carefully examined the Drawings, Specifications, and all Addenda thereto and other RFP Documents prepared for the Fare System Upgrade Project, NE-90-X111 Spec: 18-18, and having familiarized themselves with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, mechanics, superintendence, tools, material, equipment, and all utilities and transportation services necessary to perform and complete said work and work incidental thereto, in a workmanlike manner, as described in said Drawings, Specifications, and other RFP Documents including Addenda No(s). \_\_\_\_\_ issued thereto,  
for \_\_\_\_\_.

Dollars (\$ \_\_\_\_\_).

The undersigned further certifies that he/she has personally inspected the actual location of the work, together with the local sources of supply and that he/she understands the conditions under which the work is to be performed, or that if he/she has not so inspected the site and conditions of the work, he/she waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

The undersigned understands the conditions of the project as stipulated in the Bid Form herein attached.

#### **BASE BID -**

The contractor must have the project completed by March 1, 2020

This project is sales tax exempt. Bidders shall not include sales tax in their bid. Metro will issue the successful bidder with a sales Tax Exemption certificate and Purchasing Agent Appointment for materials used on this project.

The work includes the cost of materials, labor, bonds & insurance necessary to accommodate the work.

The undersigned hereby assures that they will make sufficient and reasonable efforts to meet the DBE goals, and that they will provide DBE participation in the amount of **0%** of the dollar value of the prime contract to DBE firms. The DBE participation will be counted in accordance with 49 CFR 26.55.

The undersigned also assures that they will include the DBE clauses required by the Sponsor's DBE Program in all subcontracts that offer subcontracting opportunities. The undersigned will complete and submit (with the bid) the attached DBE Participation Form, including a demonstration of good faith effort if the DBE goal is not met. Along with the DBE Participation Forms the bidder shall submit a DBE Confirmation Form signed by each DBE subcontractor.

The undersigned certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services on any location under their control where segregated facilities are maintained. The undersigned certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The undersigned agrees that (except where they have obtained identical certifications from proposed small Subcontractors for specific time periods) they will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that they will retain such certifications in their files.

The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.

The undersigned states that they are complying with and will continue to comply with fair labor standards, as defined in Nebraska State Statues, in the pursuit of their business and in the execution of the contract pursuant to this bid.

The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, firm, or corporation, that no member of the council, officer or agent of the sponsor, is directly or indirectly financially interested in this bid.

It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish Bonds or Insurance Certificates which are satisfactory to Metro within ten (10) days after issuance of Notice to Award, the amount of this proposal guaranty shall be forfeited to the Transit Authority of the City of Omaha d/b/a Metro, Omaha, Nebraska as liquidated damages arising out of the failure of the undersigned either to execute the Contract or to furnish Bonds or Insurance Certificates as proposed. It is understood that in case the undersigned is not awarded the work, the bid guaranty will be returned as provided in the RFP Documents.

If awarded the Contract, our Surety will be \_\_\_\_\_  
*(name of Surety Company)*  
of \_\_\_\_\_.

The undersigned Contractor is complying with and will continue to comply with Fair Labor Standards as defined in Nebraska State Statutes, in pursuit of all business including execution of the Contract on which we are bidding herein.

In the event of a discrepancy between unit prices quoted in this Proposal and the extensions or totals, the unit prices shall control.

Respectfully submitted,  
Signature of Proposer:

\_\_\_\_\_

Proposer contact information, including email

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT: Fare System Upgrade  
 PROJECT #: NE-90-X111 Spec: 18-18

a) If an Individual:	
	(Signature of Individual)
Doing business as:	
	(Name of firm)
b) If a Partnership:	
	(Name of Partnership)
	(Signature of Partner)
	(Signature of Partner)
c) If a Corporation:	
	(Name of Corporation)
ATTEST:	
	(Officer's Signature)
	(Title)

Business Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email. \_\_\_\_\_

PROJECT: Fare System Upgrade  
 PROJECT #: NE-90-X111 Spec: 18-18

**"CERTIFICATE"**

A Corporate Contractor, in submitting this Proposal hereby represents that the Corporation has complied with all Nebraska Statutory requirements, which are prerequisite to its being qualified to do business in the State of Nebraska, or that it will take all steps necessary to so qualify, if the successful bidder.

\_\_\_\_\_ By \_\_\_\_\_  
 (Name of Corporation) (Officer) (Title)

If Foreign Corporation: \_\_\_\_\_  
 Nebraska Resident Agent

**SYNOPSIS OF EXPERIENCE RECORD**  
 (This synopsis must accompany Proposal Form)

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

**Check one:** Individual ( ) Partnership ( ) Corporation ( )

Work successfully completed within the past five years similar in size, scope, and difficulty of construction to the work bid upon.

	Name of Owner	Name of Project	Location of Project	Amount of Contract
1.				
2.				
3.				
4.				

	Number of Contract Days Allowed for Above Projects	Actual Number of Days to Complete Above Project
1.		
2.		
3.		
4.		

Signed: \_\_\_\_\_  
 (Name of Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT: Fare System Upgrade  
 PROJECT #: NE-90-X111 Spec: 18-18

**COST PROPOSAL FORM**  
 Page 1 of 2

<b>Fare System Upgrade Pricing Proposal Form</b>					
<b>ITEM 1</b>	<b>SOFTWARE AND LICENSES</b>	<b>QTY</b>	<b>PER ITEM COST (USD)</b>	<b>ITEM TOTAL</b>	<b>ITEM SUB TOTAL</b>
	Account Based Fare System	1			
	Base Cost				
	Additional Cost Per user				
	Hosted Cloud Based Service Setup Cost	1			
	Metro Hosted Reporting Software	1			
	Metro Hosted System System Software	1			
ADD1	Describe:				
ADD2	Describe:				
	<b>Sub Total (Software and Licenses)</b>				
<b>ITEM 2</b>	<b>HARDWARE AND INSTALLATION</b>	<b>QTY</b>	<b>PER ITEM COST (USD)</b>	<b>ITEM TOTAL</b>	
	Fare Validators	175			
	Fare Validators Installation	175			
	Ticket Vending Machines (TVM)	30			
	Ticket Vending Machines (TVM) Installation	4			
	Credit Processing Setup Costs for TVM	1			
	Metro Hosted Software Installation	1			
ADD1	Describe:				
ADD2	Describe:				
	<b>Sub Total (Hardware and Installation)</b>				
<b>ITEM 3</b>	<b>PROJECT MANAGEMENT</b>	<b>QTY</b>	<b>PER ITEM COST (USD)</b>	<b>ITEM TOTAL</b>	
	Fare Structure Support	1			
	Engineering and Design	1			
	Testing (Verification of all hardware/software)	1			
	Training (Admin, User and Maintenance)	1			
	Warranty (3 years)	1			
ADD1	Describe:				
ADD2	Describe:				
	<b>Sub Total (Project Management)</b>				

PROJECT: Fare System Upgrade  
 PROJECT #: NE-90-X111 Spec: 18-18

**COST PROPOSAL FORM**

Page 2 of 2

ITEM 4		ONGOING COSTS	QTY	PER ITEM COST (USD)	ITEM TOTAL	ITEM SUB TOTAL
	Mobile App Hosted Services Per Month		1			
	Mobile App Customer Service Per Month or Per Call		1			
	Account Based Customer Service Per Month or Per Call		1			
	Card Processing Fees Per Bank Transaction		1			
	Processing Fees Per Redemption of Purchase		1			
	1 Year Maintenance Agreement		1			
	Per Month Hosting Fee Account Based and Mobile App		1			
	Maintenance Contract for all services Per Year		1			
	Multi Year Discounts if available					
	Maintenance 2nd Year		1			
	Maintenance 3rd Year		1			
	Maintenance 4th Year		1			
	Maintenance 5th Year		1			
	Hosting Services 2nd Year		1			
	Hosting Services 3rd Year		1			
	Hosting Services 4th Year		1			
	Hosting Services 5th Year		1			
ADD1	Describe:					
ADD2	Describe:					
<b>Sub Total (On Going Costs)</b>						
ITEM 5		FARE MEDIA	QTY	PER ITEM COST (USD)	ITEM TOTAL	ITEM SUB TOTAL
	Per Card Cost (Contactless smart cards)		50,000			
	Passes and other 'paper' tickets		50,000			
ADD1	Describe:					
ADD2	Describe:					
<b>Sub Total (Fare Media)</b>						
<b>TOTAL SOLUTION PRICE BASED ON 3 YEARS WITH 10,000 USER ACCOUNTS, AND AVERAGE MONTHLY TRANSACTIONS OF 10,000.</b>						
		OPTIONAL EQUIPMENT	QTY	PER ITEM COST (USD)	ITEM TOTAL	ITEM SUB TOTAL
	Mobile Inspection Devices		10			
	Point Of Sale Terminals		30			
	Point Of Sale Terminal Installation		30			
	Credit Processing Setup Costs POS		1			
<b>Sub Total (Optional Equipment)</b>						

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT A  
RECEIPT OF FEDERAL CLAUSES**

**Project:** Fare System Upgrade

**Date:**

**Project No.** NE-90-X111

**Specification No.** 18-18, Fare System Upgrade

**I have reviewed the attached Federal Clauses for Procurement for Materials and Supplies** in conjunction with Metro's procurement of **Project No. 18-18**, Fare System Upgrade for which:

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has provided qualifications for consideration and hereby affirm that:

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shall conform to and abide by all aforementioned requirements as set forth and any amendments thereto.

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Authorized Representative

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Title

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Company Name

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DUNS/TINS Number

---

Date

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT B**  
**DEBARMENT AND SUSPENSION CERTIFICATION FOR PROSPECTIVE CONTRACTOR**

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

Choose one alternative:

- The Proposer, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default. OR
- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.) The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

**Executed in:**

\_\_\_\_\_

Name

\_\_\_\_\_

Authorized Signature

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT C**

**DEBARMENT AND SUSPENSION CERTIFICATION (LOWER-TIER COVERED TRANSACTION)**

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

– The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR § 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.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an “X” in the following space: \_\_\_\_\_

THE Proposer, \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF \_\_\_\_\_

**EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

**Name and title of the Bidder’s authorized official:**

Name

Title

Authorized Signature

Date

DUNS/TIN Number:

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT D  
NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the proposal, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

The form does not modify, replace, amend or supersede any provisions of the RFP Documents or the Contract Documents.

<p>– State of _____, County of _____</p> <p>I, _____, being first duly sworn, do hereby state that (Name of Affiant)</p> <p>I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)</p> <p>whose business is and who resides at _____</p> <p>and that _____ (Give names of all persons, firms, or corporations interested in the bid)</p> <p>is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Directors, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.</p>	
<p>Sworn to before me this _____ day of _____, 20____.</p>	<p>- Seal -</p>
<p>Notary Public Expires _____ My Commission _____</p>	

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT E  
LOBBYING CERTIFICATE**

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 thereof.
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 instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 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.

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

\_\_\_\_\_  
Name of the Proposer or Proposer's Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT F**  
**REQUEST FOR CLARIFICATIONS/SUBSTITUTIONS**

<b>Project: Fare System Upgrade</b>	<b>Date</b>
<b>Project No. NE-90-X111</b>	<b>Specification No. 18-18</b>

Company Name: \_\_\_\_\_ Page No: \_\_\_\_\_

Document Reference (check one):

General Requirements \_\_\_\_\_

Specifications \_\_\_\_\_

Section Number \_\_\_\_\_

Section Title: \_\_\_\_\_

BIDDER'S REQUEST:

\_\_\_\_\_

\_\_\_\_\_

METRO RESPONSE:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Metro Comments:

\_\_\_\_\_

Grant Administrator

Date of Response

Metro Transit, 2222 Cuming Street, Omaha, NE 68102 [jrumery@ometro.com](mailto:jrumery@ometro.com)

(Fillable PDF available at [www.ometro.com](http://www.ometro.com))

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT G  
ACKNOWLEDGMENT OF ADDENDA**

**Fare System Upgrade---** *This form must be submitted as an attachment to the Bid Proposal Form* ---

If, in the course of this request for offers, it becomes necessary to modify the original solicitation documents, acknowledged receipt of each addendum must be clearly established and included with the Offer. Failure to acknowledge receipt of all addenda may cause an Offer to be considered non-responsive.

**Acknowledgment of Addenda**

Project: Fare System Upgrade

Project No.: NE-90-X111 Specification No.: **18-18 – Fare System Upgrade**

The undersigned acknowledges receipt of the following addenda to the original solicitation documents:

Addendum No. _____,	Dated _____

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address, City, State, Zip

\_\_\_\_\_  
Signature of Authorized Representative

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

\_\_\_\_\_  
Phone

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT H  
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**Project Name: Fare System Upgrade**

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

- And to the best of my knowledge and belief, of all relevant facts – concerning past present or currently planned interests or activities (financial, contractual, organizational or otherwise that relate to the proposed work and bear on whether I have or my organization has a possible conflict of interest), determined that, for myself, any Owner, partner or employee with my firm or any of my sub-consulting firms providing services for this project, including any family members and personal interests, that for the above referenced project:
  
- No real or potential conflicts of interest exist with respect to (1) be able to render impartial, technically sound, and objective assistance or advice and (2) being given an unfair competitive advantage
  
- Real conflicts of interest or the potential for conflicts of interest exist.
  
- Furthermore, I certify that I have reviewed the proposed scope of work and project area and to the best of my knowledge, determined that, for myself, any Owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons that are no financial or other interests in the outcome of the project, including but not limited to work associated with the Bus Rapid Transit Final Design unless described and noted on the attached.

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

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_



PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT H- (cont.)  
CONFLICT OF INTEREST DISCLOSURE FORM**

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

Section 1 – Contractor Officer or Employee COI

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

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

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

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

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

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PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT H- (cont.)  
CONFLICT OF INTEREST DISCLOSURE FORM**

Section 3 – Real Estate COI

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

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

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Section 4 – Outcome of Project bias/Objectivity

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

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

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Section 5 – Unfair Competitive Advantage

*Unfair competitive advantage* occurs when one contractor has information not available to other contractors in the normal course of business. For example, an unfair competitive advantage would occur when a contractor developing specifications or work statements has access to information that the grantee has paid the contractor to develop, or information which the grantee has furnished to the contractor for its work, when that information has

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT H- (cont.)  
CONFLICT OF INTEREST DISCLOSURE FORM**

not been made available to the public. Another example where an unfair competitive advantage might arise is where a contractor is allowed to write specifications or statements of work around its own or an affiliate's corporate strengths or products and then compete for a contract based on those specifications. If an individual employee has access to inside information, a possible solution would be to wall off that employee, so he cannot give his employer an unfair competitive advantage.

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

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Section 6 – Supplemental

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

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

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

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PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT H- (cont.)  
CONFLICT OF INTEREST DISCLOSURE**

Section 7 – Mitigation Plan

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

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Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

**EXHIBIT I**  
**BUY AMERICA ACKNOWLEDGEMENT**

The Proposer must submit to Metro the appropriate Buy America certification below with its Proposal. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

***Certificate of Compliance with Buy America Requirements***

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Certificate of Non-Compliance with Buy America Requirements***

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

PROJECT: Fare System Upgrade  
PROJECT #: NE-90-X111 Spec: 18-18

EXHIBIT J

BIDDERS LIST DATA FORM	
<p>Metro is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. This Bidders List Data Form will be used to collect bidder information used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing Metro's annual DBE goal. Metro's Bidders List is a compilation of bidders, proposers, quoters, subcontractors, and suppliers of materials and services who have submitted bids during the advertising period of a solicitation for services and/or goods. <b><u>Please print legibly and provide the following information:</u></b></p>	
<b>PART A: BUSINESS DATA</b>	
1. Business Name: _____	
2. Business Address: _____ _____	
3. Contact Person: _____ Title: _____	
4. Phone: ( ) _____ Fax: ( ) _____	
5. Email Address: _____	
6. Is this business a certified DBE under Nebraska's Department of Roads Unified Certification Program? ____ Yes ____ No	
7. Age of Business: ____ Years ____ Months	
8. Business Annual Gross Receipts:	
<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000 to \$1,000,000 <input type="checkbox"/> \$1,000,000 to \$2,000,000	
<input type="checkbox"/> \$2,000,000 to \$5,000,000 <input type="checkbox"/> >\$5,000,000	
<b>PART B: PROJECT AND WORK DESCRIPTION</b>	
9. Project Name: _____	
10. Provide a brief description of the scope of work, service, and/or materials to be performed or furnished: _____ _____ _____	
11. Provide the NAICS code(s) that best defines your business: _____	
12. Will the business subcontract any of work, service, and/or materials? ____ Yes* ____ No (*If Yes, then the subcontractor(s) must also complete an individual Bidders List Data Form.)	
<b>PART C: SIGNATURE</b>	
The undersigned hereby declares that the information set forth on this form is current, complete and accurate.	
Authorized Signature: _____ Date: _____	
Printed Name: _____ Title: _____	

DIVISION 3-  
SUPPLEMENTAL CONDITIONS

PROJECT: Fare System Upgrade  
PROJECT #NE-90-X111 SPEC: 18-18

## SUPPLEMENTARY CONDITIONS

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**SUPPLEMENTARY CONDITIONS**  
(Special Conditions)

1. **START DATE.** The Project work shall be commenced within TEN (10) days after the issuance of the Notice to Proceed. Anticipated start date is March 15, 2019. Notice to Proceed will be given once METRO's Representative consults with the CONTRACTOR and verifies that they are in compliance with these specifications for submittals of shop drawings, schedule, safety plan, etc.
2. **CONTRACT TIME AND PHASING.** The Fare System Upgrade project will be completed by March 1, 2020. The Contractor shall notify Metro seven (7) days prior to delivery of product for installation.
3. **NOT USED**
4. **DEFINITIONS AND MATERIALS REFERENCES.** All references to "inspection" and "inspector" shall be replaced with "observation" and "observer" respectively. The phrases "Special Provisions" and "Special Conditions" are interchangeable and are considered to be the same document. Reference in these RFP Documents to any material or method of construction by propriety name, make, or catalog number is done to establish a standard of quality and not to limit competition. The Contractor may, at his option, use any other material, system, or method of construction, which, in the judgment of Metro's Representative, is equal to that name. Request must be made in writing and to receive consideration for substitution, full information must be furnished to ensure that no redesign of the project will be necessary.
5. **PRODUCTION SCHEDULE.** Prior to the preproduction conference, the Contractor shall submit to Metro's Representative for approval a complete work schedule, including a list of Subcontractors and the work that they will perform. As a minimum, the schedule shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor will be required to accomplish the work items according to the schedule of production as submitted to Metro's Representative.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule once a month, or as otherwise requested by Metro's Representative. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

6. **PREPRODUCTION CONFERENCE.** After the Notice to Proceed has been issued and prior to commencement of any work Metro's representative will meet with the Contractor, and the subcontractors (as appropriate) to discuss the work in general. Discussion will include administrative matters, accident prevention, safety precautions, answer any questions of Metro's Representative or Contractor, and to resolve any potential problems before the work commences.
7. **NOT USED**
8. **COSTS OF TESTING.** In general, acceptance testing (as defined in the Specifications and exclusive of any

retesting) will be paid for by Metro. Any retesting necessitated by noncompliance with the specification requirements may result in an amount, equal to the cost of retesting, being deducted and retained, from subsequent estimates due the Contractor, at the discretion of Metro's Representative. In general, quality control testing will be the responsibility of the Contractor. See each specific specification for identification of the Contractor's testing responsibilities.

- 9. PERMITS AND COMPLIANCE WITH LAWS.** The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of his work, and/or required by Local, State and Federal regulations and laws, or other operations which are not specific requirements of these specifications. The Contractor shall give all notices, pay all fees, and comply with all Federal, State, and Local laws, ordinances, rules, and regulations, and codes bearing on the conduct of the work.

**10. NOT USED**

- 11. FINAL PAYMENT.** On satisfactory completion of all items as called for in the contract and in accordance with the approved plans and specifications, the Contractor shall furnish to Metro a written clearance from the Nebraska Department of Labor, certifying that all payments then due for contributions or interest on wages paid to individuals employed in the performance of this contract have been made by the Contractor or his Subcontractor to the Unemployment Compensation Fund. Upon receipt of the above clearance, the Contractor will be eligible to receive final payment for the contract, less previous progress payments.

Minor errors or omissions in the plans, proposal or specifications, shall not relieve the Contractor from the fulfillment of the general intent of the contract to satisfactorily complete any item or items called for in the plans, specifications and proposal form.

- 12. CLEAN UP AND DISPOSAL.** All waste material produced as a result of the Contractor's operations shall be cleaned up and disposed of off the property by the Contractor at no expense to Metro.
- 13. GUARANTEE.** All Work shall be performed in a good and workman like manner using highest industry standards and in accordance with good practices and pursuant to, subject to, and in conformity with the Contract Documents. Contractor warrants that (a) all materials, supplies and equipment furnished in respect of Work will be new and of good quality unless otherwise expressly permitted by the Contract Documents, (b) all Work will be free from defects not inherent in the quality required or permitted and will otherwise conform to the Contract Documents, as evidenced by Contractor to the satisfaction of Metro whenever requested by Metro, and (c) Contractor shall repair, replace, correct or otherwise remediate any deficient, defective or non-conforming Work for a period of two years from Metro's acceptance of all Work, or such longer period as may be applicable by application of provision of any of the other Contract Documents. During the warranty period, Contractor shall repair, replace, correct or otherwise remediate any deficient, defective or non-conforming Work at its own expense. All corrected Work shall carry an additional one year warranty period, beginning on the date on which the Metro accepts the corrected Work.

Acceptance of any portion of the Work prior to final acceptance shall not release Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of the Contract. Metro reserves the right and shall be at liberty to inspect all Work any time and shall have the

PROJECT: Fare System Upgrade  
PROJECT #: 18-18

right to reject all materials and workmanship which do not conform with the Contract Documents; provided, however, that Metro is under no duty to make such inspection, and no inspection so made shall relieve Contractor from any obligation to furnish any Work as required by the Contract Documents.

- 14. INSURANCE.** As a condition to the Contract, the successful Proposer will be required to procure policies of insurance and deliver certificates thereof to Metro, in each case meeting all requirements of, and as and when required by, the RFP Documents.
  
- 15. SALES TAX.** Metro is exempt from payment of federal excise and transportation tax and any sales and use taxes otherwise applicable under the Laws. No such taxes shall be included in the Contract Amount or any unit or other price required to be identified in the Cost Proposal. By submission of its Proposal, Proposer acknowledges that it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to the Work, whether because of delays in procuring equipment, materials, workers or other causes and that Proposer must undertake and complete the Project and the Work as and when required by the RFP Documents. Metro will furnish the CONTRACTOR a "Purchaser Agent Appointment" Form 17 for use in purchasing materials.
  
- 16. NOT USED**
  
- 17. MEASUREMENTS AND PAYMENTS.** Specifications that provide for separate direct payment for items except those listed in the proposal are void.
  
- 18. CERTIFICATES AND TESTING.** The Contractor shall submit certificates and test results for the following items:
  - Certificates-**
    - 1. As per requirements of technical specifications
  
  - Testing-**
    - 1. As per requirements of technical specifications

**END OF DIVISION 3 – SUPPLEMENTAL CONDITIONS**

DIVISION 4-  
SAMPLE FORMS

**SUPPLEMENT TO  
CERTIFICATE OF INSURANCE**  
(Liability Policies)  
Standard Form No. 1198

This is to certify that the endorsements described below have been issued by the named insurance companies. This supplement does not extend coverage shown on any attached endorsements.

PROJECT: Omaha Rapid Bus Transit Station Canopy Package; NE-79-X001

METRO: The Transit Authority of the City of Omaha, d/b/a Metro, 2222 Cuming Street, Omaha, Ne 68102

ENGINEER: AECOM

NAMED INSURED - CONTRACTOR:

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COMMERCIAL GENERAL LIABILITY INSURANCE

Insuring Company: \_\_\_\_\_ Address: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Inception Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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UMBRELLA EXCESS LIABILITY

Insuring Company: \_\_\_\_\_ Address: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Inception Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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AUTOMOBILE LIABILITY INSURANCE

Insuring Company: \_\_\_\_\_ Address: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Inception Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The policy or policies have been endorsed to name Metro and Engineer as Additional Insured as respects to above named project only and as regards Contractors work only.

Yes  No

Endorsement [ is ] [ is not ] attached.

The policy or policies listed herein have been endorsed to provide that thirty (30) days prior notice by Registered Mail from the insuring Company (ies) shall be given to Metro and Engineer named in this certificate (and to \_\_\_\_\_) in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policy (ies) by the insurer and that immediate notice to the same parties by Registered Mail shall be given in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policies by the insured.

Yes  No

Endorsement [ is ] [ is not ] attached.

Are any of the above liability policies "claims made" type policies?

Yes  No

If yes, list policy Nos.

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

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

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

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

### **ACCESS TO RECORDS**

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

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C.

5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

### **FEDERAL CHANGES**

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

### **TERMINATION**

#### Termination for Convenience by Authority.

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 (a), Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section (b). Contractor waives any other right, remedy or recourse of any nature whatsoever it may have now or at any other time against the Authority and the FTA.

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

#### 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. 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.

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

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

#### 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.

#### 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.

#### Contractor's Right to Terminate

Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section. In the event that 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.

#### Waiver of Contractor's Other Remedies

Except as provided in Section (6), Contractor waives any claim or other right it may have to proceed in law or equity against 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.

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

#### **CIVIL RIGHTS**

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

**Equal Employment Opportunity**-The contractor, subrecipient or subcontractor shall not discriminate on the basis Race, Color, Creed, Religion, Sex (including pregnancy), Mental/Physical Disability, Age (40 or over), National Origin, Genetic Information or any other basis prohibited by law - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

##### Policy Statement

The Transit Authority of the City of Omaha d/b/a Metro has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT),

49 CFR Part 26. Metro has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Metro has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Metro to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;  
To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Metro Director of Legal/Human Resources has been delegated as the DBE Liaison Officer. In that capacity, the Director of Administration/Human Resources is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Metro in its financial assistance agreements with the Department of Transportation.

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

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

The prime contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract within thirty (30) days following satisfactory performance of the sub-contractor's work. The prime contractor further agrees to return any retainage payments to each subcontractor within thirty (30) days upon satisfactory completion of the sub-contractor's work. Any delay or postponement of payment may occur only for good cause following written approval of Metro. This clause applies to both DBE and non-DBE sub-contractors.

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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.

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

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

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

The certification in this clause is a material representation of fact relied upon by The Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. **The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.**

#### **BUY AMERICA**

The Offeror agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic count.

An Offeror must submit to The Authority the Buy America Certification, which if applicable to this procurement has been included as part of this solicitation document. Offers that are not accompanied by a completed Buy America Certification, if applicable, must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

#### **DISPUTE / CONTINUING PERFORMANCE**

In the event of any dispute between Authority and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the

matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Authority or Contractor set forth in this Section to terminate the Contract. In addition to the specific rights of termination and suspension as set forth in Section "Termination", Authority and Contractor shall have also available the remedy of specific performance to enforce this Section, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section "Termination".

#### **LOBBYING**

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**

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.

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**

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.

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.

#### **CARGO PREFERENCE (If Shipper via ocean going vessel)**

The contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying

contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **FLY AMERICA REQUIREMENTS (If foreign air transport involved)**

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.

#### **RECYCLED PRODUCTS**

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

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

#### **NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS (For ITS Projects only)**

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.

**ADA ACCESS**

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

**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.

**FEDERAL PARTICIPATION**

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

**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](http://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

## **VETERANS PREFERENCE**

Contractors working on a capital project funded using FTA assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5 who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

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

a. Definitions - As used in this Special Provision:

1) Driving

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

2) Text Messaging

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

b. Safety - The Contractor is encouraged to:

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

a) Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;

b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

c) Any vehicle, on or off duty, and using an employer supplied electronic device.

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

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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