

CUSTOMER SERVICE CONTACT CENTER CONTRACT

REQUEST FOR PROPOSALS

Project No.
SPEC No. 08-25

Prepared by: Metro

May 6, 2025



The Regional Metropolitan Transit Authority of Omaha, d/b/a/ Metro
2222 Cuming Street
Omaha, NE 68102

NOTICE OF REQUEST FOR PROPOSALS (RFP)

Customer Service Contact Center Contract 2025-2027

The Regional Metropolitan Transit Authority of Omaha, d/b/a Metro (“**Metro**”) is requesting proposals from qualified responsible providers for the performance of work in conformity with the Contract Documents for The Customer Service Contact Center. The contract will be for a term of (3) three years and shall begin after the time of the “Notice to Proceed”, however the term of the contract may be extended annually for up to two (2) one-year periods upon mutual agreement. The maximum contract term is (5) years, if the contract is extended.

The provider must specify all required professional services offered for the proposal. 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.

Proposers shall refer to the RFP (Request for Proposals) Documents for detailed deliverables. For this Proposal, there are various elements and services associated with the Scope of Work. Metro’s intent is to select Proposers for consideration of awarded contract who demonstrate qualified and affirmed capabilities, resources, staffing, scheduling and delivery capabilities for Customer Service Contact Center Contract and all associated work to be provided for the Scope of Work.

ORGANIZATION BACKGROUND

The Regional Metropolitan Transit Authority of Omaha, d/b/a Metro, an independent political subdivision of the State of Nebraska created on June 30, 1972, is solely responsible for the administration, financing, maintenance, planning and operation of public transit services within the City of Omaha and by contract for agencies and contiguous political jurisdictions. Current services include fixed route, Bus Rapid Transit, connector, express and ADA-complementary paratransit within Omaha’s city limits. Contracted bus services are operated for the cities of Ralston, Bellevue, Papillion, and La Vista in Nebraska and the city of Council Bluffs in Iowa.

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 483,335 with the Urbanized Area population approximately 1,001,010. Bus service includes 26 routes: 18 fixed routes and one (1) rapid transit line, which operate at various levels of service during the week, and two (2) connector and six (6) express/commuter routes and one (1) downtown circulator, which run on weekdays during AM and PM rush hours. There are four (4) transit centers offering multi-directional travel, free parking at 14 park and ride lots, and more than 2,000 bus stops throughout the Metro System. ADA complementary paratransit service is provided surrounding fixed route, rapid transit, and connector services.

Capital, operating, and non-operating revenues occur from City of Omaha and Douglas County Property Tax levies, United States Department of Transportation Federal Transit Administration (FTA) and State of Nebraska grants, passenger fares, service contracts, rental of property, and sale of advertising space. Metro administration and maintenance operate at a single, central facility located at 2222 Cuming Street, Omaha, Nebraska.

Organizational Statements

Mission: Metro connects people, places, and opportunities through quality transit services.

Vision: Metro strives to be a valued transportation choice for all members of our community and a vital partner for Omaha's future.

PROJECT OVERVIEW

Metro is seeking a qualified service provider to provide seamless over the phone and online customer service to all its customers that will meet the present and future needs of Metro.

Qualified service providers are invited to submit proposals for **Customer Service Contact Center Service Contract 2025-2027**, based on information provided in this RFP. See the full Scope of Work in Section 1.

The **Customer Service Contact Center Service Contract 2025-2027** will be for a term of (3) three years. The contract shall begin after the time of the "Notice to Proceed", however the term of the contract may be extended annually for up to two (2) one-year periods upon mutual agreement. The maximum contract term is (5) years, if the contract is extended.

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/procurement/ Metro reserves the right to modify all or any of the same at any time prior to the Submission Deadline through an Addendum.

Proposals are subject to all terms, conditions, and provisions of this document. Proposers shall read and understand the requirements of this RFP.

Requests for Approved Equals, Clarification and Questions shall be done in writing or through electronic correspondence prior to the submission deadline, of **May 20, 2025, by 2:00 pm CST using Exhibit "B" Request for Clarification or Substitution**.

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 requirement 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 has been awarded by its Board of Directors at a public meeting, (ii) the Contract has been duly executed by both 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.

There will be **one (1) Non-Mandatory Pre-Submission Conference on May 15, 2025, at 11:00 am CST. In Person** at Metro Offices, 2222 Cuming St, Omaha NE 68102, conference will be held in the Metro Board room. **Virtual** with the following link:

Join Zoom Meeting

<https://us06web.zoom.us/j/81496888810?pwd=HRGE6tM5HuPZW46rUCCaFqaewsyF4.1>

Meeting ID: 814 9688 8810

Passcode: 3417560

One tap mobile

+13462487799,,81496888810# US (Houston)

+16694449171,,81496888810# US

Dial by your location

- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

Meeting ID: 814 9688 8810

Find your local number: <https://us06web.zoom.us/j/kfw8xQ6sc>

Proposals must be received with all required submittals as stated in the RFP, **no later than June 2nd, 2025, at 2:00 p.m. Central Time.** Each Proposal must make reference to the Project by name in the upper left-hand corner and shall identify the contents of the package as a "Proposal for The Customer Service Contact Center Contract" 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:

Regional Metropolitan Transit Authority of Omaha d/b/a Metro
Customer Service Contact Center Contract
ATTN: Procurement and Contracts Manager
2222 Cuming Street
Omaha, Nebraska, 68102-4392

For information regarding this proposal, contact Procurement and Contracts Manager at (402) 341-7560 EXT. 2272 phone, or procurement@ometro.com. Any questions or requests for clarification are due from Proposers before **May 20, 2025, by 2:00 pm CST**, and must be submitted in writing using *Exhibit "B" Request*

for Clarification or Substitution to procurement@ometro.com. If required, Metro's response to these submissions will be in the form of an Addendum. **All proposals must be completed and submitted by June 2nd, 2025, by 2:00pm Central Time.**

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: Manager of Procurement and Contracts

Dates of Publication: May 6, 2025.

REQUEST FOR PROPOSALS (RFP) INFORMATION AND GUIDELINES

Customer Service Contact Center Contract

SECTION 1 – SCOPE OF SERVICES

- 1.1 Project Scope
- 1.2 Specifications and Requirements List

SECTION 2 – PROPOSAL STANDING REQUIREMENTS

- 2.1 Definitions
- 2.2 Submissions Requirements and Instructions
- 2.3 Responses to Request for Proposals (RFP)
- 2.4 Applicant's Identification
- 2.5 Termination
- 2.6 Warranties of the Parties
- 2.7 Miscellaneous Matters
- 2.8 Standards of Performance

SECTION 3 – PROPOSAL SUBMISSION, EVALUATION AND AWARD

- 3.1 Proposal Copies – **Completed Proposals are due to Metro by June 2, 2025, by 2:00 p.m. CST.**
- 3.2 Proposal Content
- 3.3 Proposal Evaluation Criteria
- 3.4 Evaluation Process
- 3.5 Presentations/Interviews/Written Responses (If needed)
- 3.6 Eligibility For Award
- 3.7 Award
- 3.8 Contract

SECTION 4 – FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL SERVICES

- 4.1 No Obligation by the Federal Government
- 4.2 Program Fraud and False or Fraudulent Statements or Related Acts
- 4.3 Access to Records
- 4.4 Federal Changes
- 4.5 Civil Rights
- 4.6 Disadvantaged Business Enterprise (DBE)
- 4.7 Incorporation of Federal Transit Administration (FTA) Terms
- 4.8 Government-Wide Debarment and Suspension
- 4.9 Dispute / Continuing Performance
- 4.10 Lobbying
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- 4.12 Clean Water
- 4.13 Fly America Requirements
- 4.14 Seismic Safety
- 4.15 Recycled Products (EPA Selected Items over \$10,000)
- 4.16 Energy Conservation
- 4.17 ADA Access
- 4.18 Federal Participation
- 4.19 State and Local Law Disclaimer
- 4.20 New Employee Work Eligibility Status
- 4.21 Veterans Preference

4.22 Special Provision – Text Messaging While Driving

4.23 Prohibition on Certain Telecommunications, video surveillance or equipment

SECTION 5 - EXHIBITS

Exhibit “A” to the General Conditions, Receipt of Federal Clauses

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

Exhibit “C” Request for Clarification or Substitution

Exhibit “D” Acknowledgement of Addendum

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

Exhibit “F” Non-Collusion Affidavit

Exhibit “G” Lobbying Certificate

Exhibit “I” Conflict of Interest Disclosure Statement

Bidders List Data Form

PROJECTED CALENDAR

Proposal Advertised and Issued	May 6, 2025
Non-Mandatory Pre Conference Metro Board Room at 2222 Cuming St. Omaha, NE 68102 Or, Virtual at the following link: https://us06web.zoom.us/j/81496888810?pwd=HRGE6tM5HuPZW46rUCCaFqaewsyF4.1 Meeting ID: 814 9688 8810 Passcode: 3417560	May 15, 2025, at 11:00 am CST
Deadline for Questions, Comments, & Requests for Clarification	May 20, 2025, by 2:00 p.m. (CST)
Metro’s Response to Questions/Requests for Clarifications	May 23, 2025, by 4:00 p.m. (CST)
Proposal Closing	June 2, 2025 at 2:00 p.m. (CST)
Interviews (Tentative, and if required)	Week of June 9, 2025
Notice of Intent to Award (Tentative)	June 30, 2025
Board Award (Tentative)	July 24, 2025
Contract Negotiations	After July 24, 2025

SECTION 1- SCOPE OF SERVICES

1.1 Project Scope

The Contractor will deliver frontline customer service to customers (riders) of Metro. This includes inbound phone calls, outbound phone calls, as needed, first review of inquiries submitted via the Metro website, and trip scheduling for ADA complementary paratransit service (referred to as “MOBY”) customers. The cost proposal shall include all permits and fees, as required, to perform the project, unless otherwise noted in the RFP documents.

The Customer Service Contact Center contract will be for a term of (3) three years, the contract shall begin after the time of the “Notice to Proceed”, however the term of the contract may be extended annually for up to two (2) one-year periods upon mutual agreement. The maximum contract term is (5) years, if the contract is extended.

Metro is currently in the planning phase for a microtransit pilot. During the pilot, microtransit-related customer contact will be facilitated by the third-party contractor for microtransit services and is not part of this current scope of services.

1.2 Description of Need

Metro is seeking a single contractor to provide seamless over the phone and online customer service to all its customers. Metro is open to customer contact methods other than phone that the Contractor can provide, such as email, SMS, chat, social media, and mobile applications (e.g., WhatsApp). Final customer contact methods to be included shall be the sole and exclusive decision of Metro.

The customer service function addresses Metro’s need to provide responsive service in terms of information to the public, support for service issues, MOBY trip scheduling and management, and a source of information on operational functions while maintaining positive relationships with the community. The Contractor must provide all services as detailed in section 1.2.1 below.

1.2.1 Specifications and Requirements List

Metro is seeking a contractor who can meet the following requirements:

1.2.1.1 Information Technology and Telecommunications

- a. The Contractor shall be responsible for providing all necessary equipment and resources for personnel to carry out the Contractor requirements, including any necessary licenses for productivity software (e.g., email client).
- b. Telecom
 - i. The Contractor shall have an automated message outside of operating –hours that states operating hours and any relevant holiday closures.
 - ii. The Contractor must have a local Omaha or toll-free number. All calls to Metro’s primary customer service number, 402-341-0800, will be forwarded to the Contractor’s local Omaha or toll-free number.

1. Contractor will provide the Metro service line with a dedicated 23 channel PRI and with an overflow capability of an additional 23 channels.

- iii. Contractor must have phone lines with a local Omaha or toll-free number that can accommodate voice and Telecommunications Device for the Deaf (TDD) calls, or Metro-approved equivalent method for alternatives to voice communication.
 - 1. All calls to Metro's primary TDD customer service number, 402-341-0807, will be forwarded to the Contractor's local Omaha or toll-free number.
 - 2. Contractor must provide TDD hardware, or Metro-approved equivalent, and staffing to respond to callers requiring an alternative to voice communication during all service hours.
 - iv. Contractor must provide a local Omaha number that can be advertised by Metro in emergency situations such as an outage of Metro's phone system.
 - v. Contractor must provide an auto attendant. Final call routing tree shall be determined after contract award.
 - vi. Proposer may recommend a queue structure different from the current queue structure. Metro will make the final determination on the queue structure.
 - 1. Metro's current Contractor has a three-queue structure: bus/general, MOBY-only, and Spanish. The Spanish queue accepts both bus/general and MOBY calls.
 - 2. Customer service representatives may be assigned to multiple queues.
 - vii. Calls must be recorded and any applicable laws regarding the recording of calls must be followed.
 - 1. Metro shall be able to download recorded calls or obtain recorded calls by some other means within one business day of a recording request. The other means will be mutually agreed upon by Metro and the Contractor to ensure delivery in a secure manner.
 - 2. Call recordings shall be securely stored by the Contractor and made available to Metro for a minimum of six months, two years is preferred. The Proposer shall specify recording storage capability in the Proposal.
 - viii. Metro and Contractor shall mutually agree upon a strategy for managing queued calls based on Contractor capabilities.
 - ix. Contractor must be able to transfer calls to pertinent Metro staff when a situation requires it. Procedures to guide this will be provided by Metro.
 - x. Contractor must be able to transfer calls to the microtransit customer service contractor when a situation requires it. Procedures to guide this will be provided by Metro.
- c. Customer Relationship Management (CRM) Software
- i. Metro is open to either providing a CRM software for the Contractor to use or considering the Proposer's CRM software. Metro retains the sole and exclusive authority to make the final determination about which CRM software will be used, the Contractor's or Metro's, to fulfill the Work.
 - ii. If the Proposer suggests using their own CRM software:

1. A description of the features of the software and a data sharing and reporting plan shall be included with the Proposal.
2. The Contractor shall provide Metro access to and training on the CRM software.

d. MOBY Trip Booking and Management Software

- i. Metro will provide the Contractor with access to and training on the software used to book and manage MOBY trips. Metro currently uses Ecolane for this function. Metro reserves the right to change software during the course of this contract.

1.2.1.2 Contact Center Operations and Responsibilities

a. Contact Center Operating Hours

i. Current ("Core") hours:

1. Monday through Friday-6:00 a.m. to 7:00 p.m.
2. Saturday-7:30 a.m. to 7:00 p.m.
3. Sunday-7:30 a.m. to 6:00 p.m.

ii. Metro requests Proposers to include the following additional hours as part of the Cost Proposal for Metro's consideration:

1. Additional AM Hours

- A. Weekday-5:00 a.m. to 6:00 a.m.
- B. Saturday- 5:00 a.m. to 7:30 a.m.
- C. Sunday- 6:30 a.m. to 7:30 a.m.

2. Additional PM Hours – Option 1

- A. Weekday and Saturday -7:00 p.m. to 8:00 p.m.
- B. Sunday-6:00 p.m. to 7:00 p.m.

3. Additional PM Hours – Option 2

- A. Weekday and Saturday -7:00 p.m. to 9:00 p.m.
- B. Sunday-6:00 p.m. to 7:00 p.m.

4. Additional PM Hours – Option 3

- A. Weekday and Saturday -7:00 p.m. to 10:00 p.m.
- B. Sunday-6:00 p.m. to 7:00 p.m.

iii. Times are in Central Standard Time. Daylight saving time is currently followed.

iv. Metro does not provide service on the following holidays:

1. New Year's Day (January 1)
2. Memorial Day (Last Monday of May)
3. Independence Day (July 4)
4. Labor Day (First Monday of September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Christmas Day (December 25)

b. Contact Center Responsibilities

i. Respond to customers with accuracy and professionalism, in a courteous manner, and with a high degree of empathy and respect during all service hours.

1. If the initial response is found to be erroneous, the Contractor shall send a corrected response to the customer no later than one (1) Business Day after identification of the error via telephone or written correspondence.

ii. Manage customer contact (phone, online, and any other methods offered by Contractor)

1. MOBY Services (call-in only):

A. Schedule trips for currently eligible MOBY riders following approved call scripts.

i. Adhere to scheduling requirements, as communicated by Metro's designated staff.

B. Schedule all trips in MOBY trip booking software provided by Metro.

C. Process trip cancellations.

D. Conduct first level review of no-show protests in coordination with MOBY management.

E. Update rider information as requested or necessary and/or notify the Accessibility and Customer Service Coordinator of changes.

F. Assist riders in identifying locations within the current service area and communicate related limitations (e.g., hours of operation for the respective service area).

G. Conduct outbound calls to verify or clarify trips or trip details as needed by MOBY management.

i. Additional support in this area may be needed from 4:30-6:30 p.m. daily. Accurately scheduled trips reduces this demand.

H. Assist Metro with outbound calls to MOBY clients with scheduled trips in times of service delays or cancellation (e.g., inclement weather).

2. Customer Comments (call-in and online):

A. All comments must be recorded and complete in the CRM selected by Metro. Metro shall provide guidance on recorded comments.

B. Call scripts must be followed for the respective types of call. Call scripts shall be developed by Metro and used with input from the Contractor.

C. Transferred calls must be announced as transfers.

D. The designated Metro contact must be immediately notified if any contact falls within the below categories:

i. Media requests or claims of escalation to the news media

- ii. Legal or attorney escalations
 - iii. Injury or damage claims
 - iv. Alleged discrimination based on protected classes or violations of Title VI, ADA, or Metro's nondiscrimination policy
 - v. Urgent safety or security concerns
- iii. Log customer feedback, positive or negative, accident or injury claims, lost and found information, and other inquiries on the day received into the CRM software selected by Metro.
 - 1. The Contractor should make every effort to ensure customer feedback about specific occurrences is complete and accurate while still in active communication with the customer (i.e., on the phone or in the chat) and prior to logging the information. Complete means the following information is available to Metro staff who need to research the occurrence:
 - A. Bus:
 - i. Date of occurrence
 - ii. Time of occurrence
 - iii. Bus number
 - iv. Location of occurrence if not on the bus (e.g., bus stop ID or closest intersection)
 - v. Route number
 - vi. Direction of travel
 - vii. Customer name
 - viii. Summary of incident or reason for complaint/compliment
 - ix. Phone number or email if requested to be contacted by Metro staff
 - B. MOBY:
 - i. Customer name
 - ii. Customer number
 - iii. Trip number or day, time, and location of occurrence
 - iv. Van number
 - v. Driver name, if available
 - vi. Summary of incident or reason for complaint/compliment
 - vii. Phone number or email if requested to be contacted by Metro staff
 - C. Alleged injury or vehicle or property damage
 - i. Respective information above.
 - D. Lost and found articles

- i. Respective information above
- ii. Description of the item(s)
- iv. Ensure a supervisor is readily available to handle any calls that are escalated during all Contact Center operating hours.
 - 1. If Contractor cannot resolve an issue, it should be referred to the appropriate Metro contact for further resolution via the Metro designated channels.
- v. Keep up to date on any service interruption, detour, or other alerts affecting service. The Contractor shall monitor the online platforms Metro uses to communicate such updates to the public. Metro will provide multi-day detours and other updates to the Contractor as needed.
- vi. For inquiries submitted through the online comment form accessed via Metro's website, ensure such inquiries are reviewed, logged in the CRM software selected by Metro, and addressed within one business day. Addressing an inquiry may include responding to the submitter and/or notifying respective Metro staff.
- vii. Provide communication assistance
 - 1. Alternatives to voice telephone communications, such as relay services or telecommunications devices for the deaf (TDD), must be made available.
 - 2. English and Spanish-speaking personnel must be available during all operating hours. Personnel with the ability to assist customers in additional languages (e.g., Arabic, Burmese, Dari, French, Karenni, Swahili) is preferred. Contractor must have a method to provide language interpretation for any language not covered by personnel and train personnel to proficiency on the language assistance method.
- viii. Mail out paper route schedules (4 pages per route), MOBY application (21 pages), half-fare applications (2 or 4 pages), discrimination complaint forms (5 pages), or other Metro forms if a customer requests one.
- ix. Metro will provide such forms to the Contractor in an electronic format. Printing and mailing costs are the responsibility of the Contractor and may be built into the contract pricing or billed at cost as part of the monthly invoice.

1.2.1.3 Personnel

a. Human Resource Management

- i. The Contractor shall have a human resource management plan and approach aligned with best practices and local, state, and federal compliance requirements. The plan should include such matters as employee turnover rates, training, certifications, key personnel recruitment and retention, supervision, supervisor to representative ratios, strength and processes for handling planned and unplanned spikes in workload volumes, performance monitoring and discipline, and policies that conform to all federal, state and local laws and other regulations as appropriate.
- ii. Contractor should have a disaster plan to cover any staffing shortages or service outages.

b. If the Contractor provides an option for personnel to work in person, the Contractor shall provide physical office space separate from Metro for personnel assigned to the Metro contract. All associated costs are the responsibility of the Contractor. Contract personnel may not be housed at Metro's physical location.

c. The Contractor must have staff assigned to Metro and available to respond to customer inquiries during all Contact Center operating hours.

i.Regardless of location, calls must be free of background noise to ensure clear communication.

ii.The number of active personnel may fluctuate throughout the day and week based on demand, but service levels must be maintained.

1. Proposer must include staffing levels by weekday, Saturday, and Sunday in the Proposal. Appendices A, B, C, D, and E are intended to assist the Proposer in determining peak hours of service and possible call volume fluctuations.

2. A known high demand period is 3:00-5:00 p.m. daily as all MOBY trips must be scheduled by 4:30 p.m. the day prior to travel.

iii.Limited coverage may be requested during one of the above holidays to accommodate next day trip reservations for MOBY clients. The holiday hours to be covered are 8:00 a.m. to 4:30 p.m.

iv.The administrative office is additionally closed on the day after Thanksgiving. Since service is provided, the Customer Service Contact Center will be expected to be operational.

v.English and Spanish-speaking personnel must be available during all operating hours. Personnel with the ability to assist customers in additional languages (e.g., Arabic, Burmese, Dari, French, Karenni, Swahili) is preferred. Contractor must have a method to provide language interpretation for any language not covered by personnel and train personnel to proficiency on the language assistance method.

d. Project Management

i.Project Manager: The Contractor shall assign a Project Manager to ensure that Contractor responsibilities are fulfilled to a satisfactory level.

1. The Project Manager shall act as the primary liaison between the Contractor and Metro and attend meetings and events as requested by Metro's Project Administrator. Metro shall be provided with the name, email, and phone number(s) of the Project Manager. Metro shall provide the name, email, and phone number(s) of Metro's Project Administrator to the Contractor.

2. The Project Manager shall ensure that an adequate number of capable staff are available to address immediate operational or performance needs in their absence and/or after normal business hours.

3. The Project Manager shall ensure that calls are not unnecessarily escalated to Metro staff without appropriate intervention from the Project Manager during normal operating hours or capable staff in their absence and/or after normal operating hours except for those cases noted in 1.2.1.2.b.ii.2.D.

4. The Project Manager shall serve as the point of contact for comments about Contractor staff that Metro receives directly. The Contractor shall provide Metro with the response and outcome from the comment (e.g., supervisor spoke with and provided additional targeted education to the agent that was the subject of a complaint). Detailed disciplinary action, if applicable, shall not be shared.

5. The responsibilities of the Project Manager shall include, but not be limited to the following:

A. Demonstrating, by decision and action, competency in all aspects of Metro's services and extensive knowledge of the Americans with Disabilities Act (ADA) and FTA guidelines.

B. Ensure that the delivery of service meets or exceeds Metro's objectives and standards, and responds to all significant emergencies.

C. Supervision of leadership staff and all customer service representatives.

D. Supervision of the daily operations and records of the Customer Service Contact Center.

E. Develop and submit a Quality Assurance Plan to be approved by Metro. Monitor approved Quality Assurance Plan.

F. Maintenance of all data, records, and documentation.

G. Timely processing, preparation, and mailing of follow-up correspondence; including to all quality assurance reports and other related performance concerns.

H. Scheduling and training of all regularly assigned personnel;

I. Attend regular oversight meetings with designated Metro staff at a mutually agreed upon frequency.

J. Arrange the work schedules of all personnel including the provision of additional staff in periods of high call volume.

K. Ensure Contractor compliance with the tasks detailed within this RFP.

L. Preparation and submission of performance reports in a timely manner as required by Metro.

i. Monthly reports shall be submitted no later than the fifth business day of the month.

M. Responsible for immediate notification of any and all operational issues, accurately reporting these problems to Metro in a timely manner as appropriate.

N. Preparation of monthly invoices, which will document all charges. If monthly invoices are prepared through a different department, the Project Manager shall ensure the invoices are submitted to Metro.

O. Maintain a current list of personnel assigned to the project and provide Metro with an updated employee list each month and when otherwise requested.

P. Provide call recordings to designated Metro staff within one business day of Metro staff requesting a call recording.

e. Training

i. All personnel assigned to the Project shall be trained to proficiency as appropriate to their duties, shall be knowledgeable about the project, Metro policies and procedures, the Americans with Disabilities Act, and maintain a professional, courteous attitude toward all individuals.

ii. Metro will provide or assist with initial training to the Contractor for necessary software (e.g., MyRide OMA, Umo, MOBY trip booking and Customer Relationship Management software, if needed), Metro website navigation, and civil rights regulations (ADA, Title VI, and other non-discrimination laws). Ongoing training will be provided by the Contractor, with support from Metro as necessary.

iii. Contractor shall provide de-escalation training to all employees. Training must be approved by Metro's designated individual.

iv. The Contractor shall ensure that all personnel assigned to the project remain trained to proficiency as appropriate to their duties. Training shall be provided in a manner that conforms to all federal, state and local laws and ensures Metro's contractual and operational objectives are met. The Contractor shall establish and document the proficiency of its employees including but not limited to, test and observation results, training undertaken, and be prepared to demonstrate to the reasonable satisfaction of Metro that such level of training has occurred and is maintained.

1. The Contractor's plan for maintaining proficiency of all staff shall be included in the Quality Assurance Plan to be reviewed and approved by Metro.

v. The Contractor shall ensure that personnel complete initial training before providing any service and that personnel receive continuous training, that is non-punitive, as appropriate to their duties, responsibilities, and requirements.

vi. The Contractor must also provide a retraining program for incidents of non-compliance with Metro's policies and procedures.

vii. Metro will conduct a training workshop prior to the start of the contract consisting of up to four (4) six-hour (6-hour) sessions for the Project Manager and other Contractor Trainer staff to be named by the Contractor.

viii. At a minimum, the Contractor's training program should consist of:

1. ADA complementary paratransit regulations, particularly the regulatory definition of ADA complementary paratransit service provision.
2. Metro policies and procedures for operations
3. MOBY Rider Guide
4. Mobile apps and other Metro-owned digital tools
5. Handling of customer service complaints/commendations

6. CRM
 7. Sensitivity and empathy, as it relates to disability awareness and communication skills with individuals with disabilities
 8. Proper telephone etiquette, including but not limited to how to manage abusive or difficult callers
 9. Proper text-based communication etiquette
 10. On-the-job training with an experienced CSR
- ix. The Project Manager shall plan and attend regularly scheduled meetings with the Contractor staff assigned to the Metro contract to inform them of any changes in the program, service, special events and any other updates to Metro's services.
 - x. Contractor must share training materials and records upon Metro request for compliance monitoring.
 - xi. CSR Performance
 1. Metro may require that any Contractor employee be removed from the project for excessive complaints, misconduct, inappropriate behavior, or repeated instances that demonstrate a lack of proficiency.
 - A. On a regular basis, Metro performs Quality Assurance Call Audits that observe the quality of the call, the CSR's ability to follow Metro policies and procedures, and knowledge and ability to provide information about Metro service(s). If Metro deems a call to be unsatisfactory, not meeting the outlined standards, the call instance will be categorized as a valid complaint and assessed to the standard above.
 - B. Metro expects the Contractor to regularly conduct their own Quality Assurance Call Audits of all personnel assigned to the Project per the Metro-approved Quality Assurance Plan.
 - C. The supervision of and any action taken against a Contractor staff shall solely be the responsibility of the Contractor.
- f. Customer Service Representatives (CSRs)
 - i. To ensure the continuity of consistently high service standards over the life of the service contract, Metro expects that the Contractor shall retain qualified and experienced personnel to perform service according to the requirements set forth in this Scope. The Contractor's retention of such personnel is significant to satisfactory contract performance.
 - ii. CSRs shall be responsible for handling all calls and other forms of customer contact, as determined by Metro. They shall be adequately trained to serve the volume of incoming requests in a timely manner and be familiar with the systems being used. CSRs shall be knowledgeable of all aspects of Metro services, including but not limited to, bus schedules, trip planning, fare payment options, MOBY service areas and hours, service limitations, accessibility features, language assistance, the receipt and processing of complaints, and operational policies and procedures.
 - iii. All agents are required to be trained to proficiency with service delivery protocols by following detailed Standard Operating Procedures (SOP) for each type of call scenario and all agents are required to be familiar or have access to all Metro

policies and procedures to ensure the most reliable and accurate information is shared with customers.

- iv. CSRs shall make every effort to resolve a customer service issue with one call. A First Call Resolution (FCR) methodology is expected to ensure the customer service representatives are efficient at providing customers the right resolution, during the first contact, requiring minimal follow-up or escalation of issues.
- v. There shall be a sufficient number of CSRs to ensure the rapid and accurate response to phone calls and processing of information. The Contractor shall provide CSRs with all necessary computer hardware and software to assist in the completion of their duties, except for Metro-provided software. CSRs shall provide information and accurately document all applicable information for all calls received. CSRs shall provide courteous, professional service to all customers at all times.
- vi. CSRs shall demonstrate proper communication etiquette and rider empathy and sensitivity. CSRs shall demonstrate good written and oral communication skills with excellent follow-through.
- vii. The responsibilities of the CSR shall include, but not be limited to, the following:
 - 1. General / Combined
 - A. Answer and document all calls in a timely and professional manner
 - B. Log reported lost items and check lost and found log for items
 - C. Provide information regarding Metro apps, currently Umo and MyRide OMA, and ticket vending machines (TVM)
 - D. Check Umo balances
 - E. Educate riders on Metro policies and procedures, passenger rules, and other information needed to navigate Metro services
 - F. Receive and process complaints, compliments, and other feedback
 - 2. Bus (Fixed Route)
 - A. Help riders plan their trip using designated trip planning resources
 - B. Check the estimated time of arrival for buses at particular locations
 - C. Communicate route locations, frequencies, and service hours and days
 - D. Answer questions about detours, construction zones, and other service changes or interruptions
 - E. As needed, communicate with Transportation (Fixed Route) Supervisors
 - 3. MOBY (Paratransit)
 - A. Schedule, change, or cancel trips
 - i. Trips must be scheduled accurately.

ii. Close out trip bookings for the following day by 4:30 p.m. daily

B. Coordinate with MOBY management to process will call pickup requests

C. Determine if a location is within the MOBY service area and communicate related limitations (e.g., service hours for that area)

D. Check the status of the MOBY vehicle if it has not arrived by the end of the pickup window

E. Coordinate with MOBY management to assess validity of individual no-show disputes

F. Update phone number, email address, or emergency contact for riders

G. Answer questions about MOBY policies, procedures, and practices

4. Provide a similar level of support as mentioned above via Live web or text to chat functionality, if available and if Metro decides to include such contact methods.

g. Confidentiality

i. Contractor must have restrictions in place to ensure all information received or learned while performing work for Metro is kept confidential. Information shall only be released to outside parties with the explicit consent of the designated Metro contact.

1.2.1.4 Performance Metrics

a. Contractor's telecom system should provide the desired metrics through verifiable reports.

b. The metrics shall be reported monthly to Metro. Monthly reports on metrics should be provided within 5 business days after a month has ended.

c. The metrics outlined in this section assume the same queue structure as currently available. Metro may approve adjusted metrics if an alternative queue structure is approved.

d. Contractor shall meet and report on the following metrics as a condition of satisfactory contract performance:

i. Service level by queue and combined

1. Contractor shall meet an 80/60 service level (80% of calls answered within 60 seconds) for all queues. Time spent navigating the auto attendant shall not count towards the 60 seconds.

2. Calls shall be answered on a first come, first-served basis.

ii. Number of incoming calls offered by queue and combined

iii. Number of incoming calls answered by queue and combined

iv. Abandoned calls

1. Number of abandoned calls by queue and combined

2. Abandoned calls for all queues shall comprise 0-5% of all calls for the respective queue
3. If the abandoned call percentage exceeds 5%, the Contractor shall develop and submit a plan to lower the abandoned call percentage for the respective queue(s) to Metro.

v. Average wait time

1. 100% of calls assigned to the bus-only and Spanish queues shall have a wait time less than three minutes, inclusive of the time a caller spends navigating the auto attendant.
2. 100% of calls assigned to the MOBY-only queue shall have a wait time less than five minutes, inclusive of the time a caller spends navigating the auto attendant.
 - A. Lengthy wait times may result in a violation of the Federal Transit Administration's Guidance on Compliance with the Americans with Disabilities Act (FTA C.4710.1). The Contractor shall ensure adequate staffing to meet wait time requirements.

vi. Average talk or handle time

1. Average handle time for the bus-only and Spanish queues should be less than two minutes.
 - A. Metro may grant an exemption for the Spanish queue if the Contractor can demonstrate that the longer handle times are due to MOBY trip scheduling calls.
2. Average handle time for the MOBY-only queue should be less than five minutes.

vii. Average hold time

1. Number of calls placed on hold by queue and combined.
2. Average hold time for the bus-only and Spanish queues should be less than two minutes.
 - A. Metro may grant an exemption for the Spanish queue if the Contractor can demonstrate that the longer hold times are related to MOBY trips.
3. Average hold time for the MOBY-only queue should be less than three minutes.

viii. Post-call processing time

1. Contractor shall establish a reasonable post-call processing time for CSRs to complete call documentation. The allocated time shall be sufficient so that CSRs are able to consistently provide high quality notes and documentation.
2. Contractor shall have a procedure in place to address any excessive time CSRs spend in "not ready" time, particularly when it impacts queue performance.

- ix. Contractor shall establish a process to evaluate the possible cause(s) of short calls (calls disconnected in 10 seconds or less) if a trend develops by CSR, specific period, or other variable.

x.CSR scheduling accuracy for MOBY trips

1. 95-100% of MOBY trips should be accurately scheduled
2. Accurately scheduled MOBY trips by CSRs are significant to satisfactory contract performance.

xi.Records of language requests

xii.Number of outbound calls

xiii.Inquiries submitted through the online comment form

1. Total number of inquiries logged
2. Average and range of the number of days taken to address inquiry
3. Percentage of inquiries addressed within one business day (Metro's expectation).
4. Rationale for inquiries that take longer than one business day to address

xiv.If the Proposer includes additional customer contact methods in their Proposal (e.g., email, SMS, chat, social media, mobile applications), performance metrics for the additional methods shall be suggested. Performance metrics shall minimally include average speed of answer.

e. The above metrics are subject to change based on cost proposals and Contractor capabilities.

The Contractor shall directly perform all of the duties required in this section and shall not subcontract responsibilities or requirements with the exception of leasing or cleaning any required equipment or facility, or standard administrative services (e.g. Payroll processing). The Contractor shall be solely responsible for the payment and actions of any and all subcontractors used for these purposes.

1.3 Project Schedule and Phasing

Metro currently utilizes a third-party contractor for these services. Should a new provider be selected, a 90-day transition period will be necessary. The final plan for this transition will be determined and agreed upon by the designated individuals from Metro and the Contractor. Contractor must include a proposed implementation timeline as a part of their RFP response.

1.4 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 technologies
2. Have a proven track record of providing best in class customer service.
3. Preferably, has experience with transit, government, and/or other similar operations.

Appendix A: 2024 Incoming Call Volume by Month

O = Offered

A = Answered

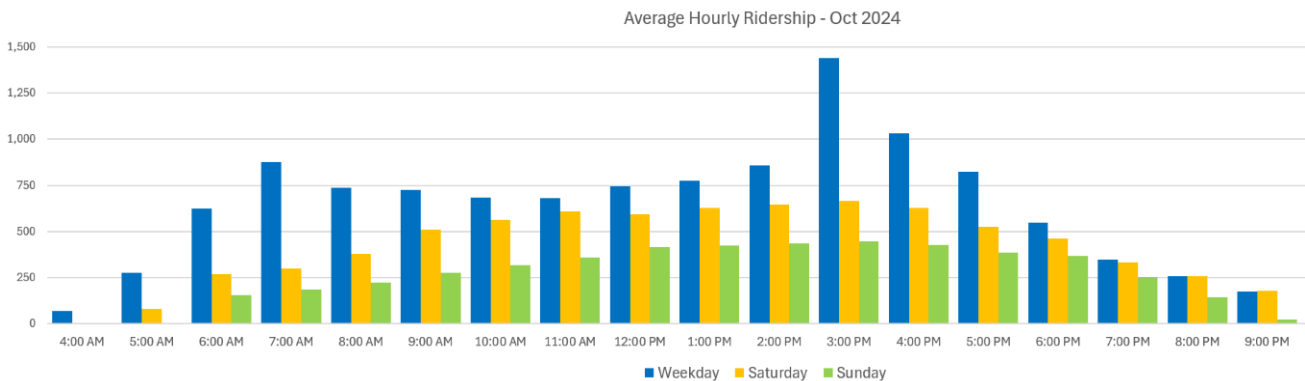
2024	Bus and MOBY Queue	Bus Queue	MOBY Queue
January	O: 17,904 A: 15,934	O: 9,831 A: 8,666	O: 8,073 A: 7,268
February	O: 13,708 A: 12,602	O: 7,184 A: 6,556	O: 6,524 A: 6,046
March	O: 12,728 A: 11,936	O: 6,236 A: 5,796	O: 6,492 A: 6,140
April	O: 13,285 A: 12,227	O: 6,377 A: 5,848	O: 6,908 A: 6,379
May	O: 14,323 A: 12,974	O: 7,096 A: 6,354	O: 7,227 A: 6,620
June	O: 13,900 A: 12,577	O: 7,097 A: 6,372	O: 6,803 A: 6,205
July	O: 13,484 A: 12,418	O: 6,524 A: 5,970	O: 6,960 A: 6,448
August	O: 15,640 A: 14,029	O: 7,492 A: 6,638	O: 8,148 A: 7,391
September	O: 13,328 A: 11,941	O: 6,070 A: 5,392	O: 7,258 A: 6,549
October	O: 13,561 A: 12,286	O: 5,686 A: 5,095	O: 7,875 A: 7,191
November	O: 12,263 A: 11,230	O: 5,236 A: 4,776	O: 7,027 A: 6,454
December	O: 13,166 A: 11,940	O: 5,782 A: 5,088	O: 7,384 A: 6,852

Historical call volume for the Spanish queue is not available.

Appendix B: Average Hourly Bus Ridership Sample

The data in the table below is from October 2024 and only includes overlapping hours between Metro System hours and possible Customer Service Contact Center hours.

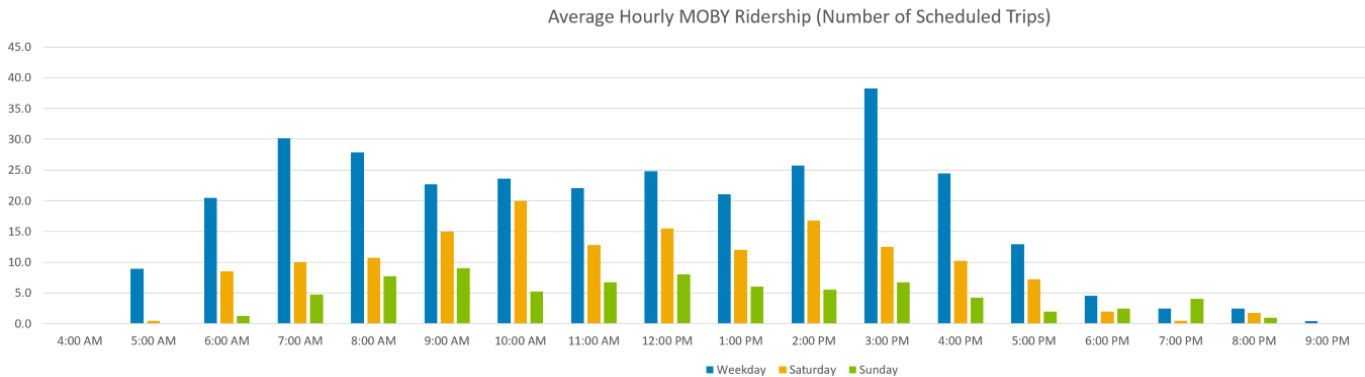
	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM
Weekday	275	625	879	737	725	685	682	747	773	857	1,442	1,030	823	548	348	257	175
Saturday	81	268	299	378	512	565	608	593	628	648	665	627	524	461	334	257	178
Sunday	6	156	187	224	277	317	360	417	423	435	446	427	385	366	-	-	-



Appendix C: Average Hourly MOBY Ridership Sample

The data in the table below is from October 2024 and only includes overlapping hours between Metro System hours and possible Customer Service Contact Center hours.

	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM
Weekday	9	21	30	28	23	24	22	25	21	26	38	24	13	5	2	3	0
Saturday	1	9	10	11	15	20	13	16	12	17	13	10	7	2	1	2	0
Sunday	-	1	5	8	9	5	7	8	6	6	7	4	2	3	-	-	-



Appendix D: Volume of Online Comment Submissions

2024	Online Comment Submissions
January	21
February	31
March	42
April	54
May	89
June	57
July	84
August	114
September	101
October	67
November	61
December	84

The first half of the year may be an underestimation due to a change in how the online comments were logged. Proposers should base their estimates on the higher numbers, with a recommended estimation based on 125-150 online comments per month.

Appendix E: Hourly Call Volume Sample

The data represents the average number of calls by hour for the three highest volume weeks in the three highest volume months (May, June, August) in 2024. The data is intended to assist Proposers in determining the number of agents needed by hour based on the fluctuation of call volume.

The hours reflect the current Customer Service hours: Monday-Friday, 6 a.m. - 7 p.m.; Saturday, 7:30 a.m.-7 p.m.; Sunday, 7:30 a.m.-6 p.m.

Bus (Fixed Route) Queue

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00-7:00 AM	14	14	12	12	13	-	-
7:01-8:00 AM	19	20	16	18	14	10	4
8:01-9:00 AM	23	24	16	18	18	18	6
9:01-10:00 AM	25	25	22	22	23	13	10
10:01-11:00 AM	22	25	19	20	25	12	6
11:01 AM – 12:00 PM	29	30	22	26	18	21	5
12:01-1:00 PM	25	30	22	26	18	21	5
1:01-2:00 PM	31	26	25	22	23	20	13
2:01-3:00 PM	27	30	25	26	24	17	13
3:01-4:00 PM	32	36	33	25	28	19	10
4:01-5:00 PM	27	27	36	36	30	14	12
5:01-6:00 PM	23	19	27	21	19	7	7
6:01-7:00 PM	16	16	14	14	14	12	-

MOBY Queue

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00-7:00 AM	13	9	12	14	10	-	-
7:01-8:00 AM	17	16	16	14	15	6	9
8:01-9:00 AM	28	25	16	23	17	10	11
9:01-10:00 AM	24	31	21	25	26	17	12
10:01-11:00 AM	27	24	25	22	21	13	7
11:01 AM – 12:00 PM	28	19	29	23	31	16	11
12:01-1:00 PM	26	29	24	26	24	20	14
1:01-2:00 PM	28	25	30	23	29	17	15
2:01-3:00 PM	33	39	33	32	31	16	15
3:01-4:00 PM	38	42	33	40	32	14	19
4:01-5:00 PM	28	23	31	26	24	14	12
5:01-6:00 PM	14	12	15	12	15	9	3
6:01-7:00 PM	11	6	9	9	7	10	-

Appendix F: Requirements Matrix**Customer Service Contact Center Contractor Requirements**

Specification and Requirements				
		Can the Proposer meet this requirement? (Yes/No)	Does the Proposer have an alternate that meets or exceeds the requirement? (Yes/No)	Please provide a specific explanation for the alternate.
	Information Technology and Telecommunications			
1	Contractor must provide all necessary equipment and resources for personnel to carry out the Contractor requirements, including any necessary licenses for productivity software (e.g., email client).			
2	Contractor must have an automated message outside of operating hours that states operating hours and any relevant holiday closures.			
3	Contractor must have a local Omaha or toll-free number to which Metro can forward calls received to Metro's primary customer service number, 402-341-0800.			
4	Contractor must provide the Metro service line with a dedicated 23 channel PRI and with an overflow capability of an additional 23 channels.			

5	Contractor must have phone lines with a local Omaha or toll-free number that can accommodate voice and Telecommunications Device for the Deaf (TDD) calls.			
6	Contractor must provide TDD hardware, or Metro-approved equivalent, and staffing to respond to callers requiring an alternative to voice communication during all service hours.			
7	Contractor must provide a local Omaha number that can be advertised by Metro in emergency situations such as an outage of Metro's phone system.			
8	Contractor must provide an auto attendant.			
9	Contractor can provide multiple queues and recommend a queue structure to Metro for approval.			
10	Contractor can record calls in a way that is compliant with any applicable laws.			
11	Contractor must allow Metro to download recorded calls or obtain recorded calls by some other means within one business day of a recording request.			
12	Contractor must securely store all recordings and make them available to Metro for a minimum of six months, two years is preferred.			
13	Contractor must manage queued calls. Queue management strategy must be approved by Metro.			
14	Contractor must transfer calls to pertinent Metro staff when a situation requires it following procedures provided by Metro.			
15	Contractor must transfer calls to microtransit customer service contractor when a situation requires it following procedures provided by Metro.			
16	<p>Contractor must either use a Metro-provided Customer Relationship Management (CRM) software or propose to use their own. Metro retains the sole and exclusive authority to make the final determination about which CRM software will be used, the Contractor's or Metro's, to fulfill the Work.</p> <p>If the Proposer suggests using their own CRM software, a description of the features of the software and a data sharing and reporting plan shall be included with the Proposal. The Contractor shall provide Metro access to and training on the CRM software.</p>			
17	Contractor must use the Metro-provided software to book and management MOBY trips. Metro will provide access to and training on the software, which is currently Ecolane.			
Contact Center Operations and Responsibilities				

18	Contractor must provide personnel to respond to customers with accuracy and professionalism, in a courteous manner, and with a high degree of empathy and respect during all core service hours: Monday through Friday-6:00 a.m. to 7:00 p.m., Saturday-7:30 a.m. to 7:00 p.m., Sunday-7:30 a.m. to 6:00 p.m.			
19	Contractor can provide personnel held to the same standard as outlined in 18 during <u>additional AM hours</u> : Weekday-5:00 a.m. to 6:00 a.m., Saturday-5:00 a.m. to 7:30 a.m., Sunday- 6:30 a.m. to 7:30 a.m.			
20	Contractor can provide personnel held to the same standard as outlined in 18 during <u>additional PM hours-Option 1</u> : Weekday and Saturday -7:00 p.m. to 8:00 p.m., Sunday-6:00 p.m. to 7:00 p.m.			
21	Contractor can provide personnel held to the same standard as outlined in 18 during <u>additional PM hours-Option 2</u> : Weekday and Saturday -7:00 p.m. to 9:00 p.m., Sunday-6:00 p.m. to 7:00 p.m.			
22	Contractor can provide personnel held to the same standard as outlined in 18 during <u>additional PM hours-Option 3</u> : Weekday and Saturday -7:00 p.m. to 10:00 p.m., Sunday-6:00 p.m. to 7:00 p.m.			
23	If the initial response by personnel is found to be erroneous, the Contractor must send a corrected response to the customer no later than one (1) Business Day after identification of the error via telephone or written correspondence.			
24	Contractor must manage customer contact as outlined in 1.2.1.2.b.ii.			
25	Contractor must log customer feedback, positive or negative, accident or injury claims, lost and found information, and other inquiries on the day received into the CRM software selected by Metro.			
26	The Contractor must make every effort to ensure customer feedback about specific occurrences is complete, as defined in 1.2.1.2.b.iii.1 , and accurate while still in active communication with the customer (i.e., on the phone or in the chat) and prior to logging the information.			
27	Contractor must review, log into the CRM software selected by Metro, and address all inquiries submitted through the online comment form accessed via Metro's website within one business day.			
28	Contractor must have a supervisor readily available to handle any escalated calls during all Contact Center operating hours.			
29	If the Contractor cannot resolve an issue, the Contractor will refer to the appropriate Metro contact for further resolution via the Metro designated channels.			

30	Contractor must keep up to date on any service interruption, detour, or other alerts affecting service by monitoring the online platforms Metro uses to communicate such updates to the public and when updates are provided directly to the Contractor by Metro.			
31	Contractor must mail out paper route schedules (4 pages per route), MOBY application (21 pages), half-fare applications (2 or 4 pages), discrimination complaint forms (5 pages), or other Metro forms within one business day following a customer request.			
	Personnel			
32	The Contractor shall have a human resource management plan and approach aligned with best practices and local, state, and federal compliance requirements. The plan should include such matters as employee turnover rates, training, certifications, key personnel recruitment and retention, supervision, supervisor to representative ratios, strength and processes for handling planned and unplanned spikes in workload volumes, performance monitoring and discipline, and policies that conform to all federal, state and local laws and other regulations as appropriate.			
33	Contractor must submit a disaster plan to cover any staffing shortages or service outages to Metro for review and approval.			
34	If the Contractor provides an option for personnel to work in person, the Contractor must provide physical office space separate from Metro for personnel assigned to the Metro contract. All associated costs are the responsibility of the Contractor. Contract personnel may not be housed at Metro's physical location.			
35	Regardless of location, Contractor must ensure calls are free of background noise to facilitate clear communication.			
36	Contractor can maintain service levels if the number of active personnel fluctuates throughout the day and week based on demand.			
37	Contractor can provide limited coverage, if requested by Metro, during one of the non-service holidays to accommodate next day trip reservations for MOBY clients. The holiday hours to be covered are 8:00 a.m. to 4:30 p.m. Non-service holidays include New Year's Day (January 1), Memorial Day (Last Monday of May), Independence Day (July 4), Labor Day (First Monday of September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25).			

38	Contractor must have English and Spanish-speaking personnel available during all operating hours. Personnel with the ability to assist customers in additional languages (e.g., Arabic, Burmese, Dari, French, Karenni, Swahili) is preferred.			
39	The Contractor must assign a Project Manager to ensure that Contractor responsibilities are fulfilled to a satisfactory level and fulfill the duties outlined in 1.2.1.3.d.i.			
40	All personnel assigned to the Project shall be trained to proficiency as appropriate to their duties, shall be knowledgeable about the project, Metro policies and procedures, the Americans with Disabilities Act, and maintain a professional, courteous attitude toward all individuals.			
41	Contractor must work with Metro to schedule initial training for necessary software (e.g., MyRide OMA, Umo, MOBY trip booking and Customer Relationship Management software, if needed), Metro website navigation, and civil rights regulations (ADA, Title VI, and other non-discrimination laws).			
42	Contractor must provide a Metro-approved de-escalation training to all employees.			
43	The Contractor must develop and submit a Quality Assurance Plan to be reviewed and approved by Metro.			
44	The Contractor must ensure that personnel complete initial training before providing any service and that personnel receive continuous training, that is non-punitive, as appropriate to their duties, responsibilities, and requirements.			
45	Contractor must ensure their training program includes ADA complementary paratransit regulations, particularly the regulatory definition of ADA complementary paratransit service provision, Metro policies and procedures for operations, MOBY Rider Guide, mobile apps and other Metro-owned digital tools, handling of customer service complaints/commendations, CRM, sensitivity and empathy, as it relates to disability awareness and communication skills with individuals with disabilities, proper telephone etiquette, including but not limited to how to manage abusive or difficult callers, proper text-based communication etiquette, and on-the-job training with an experienced CSR.			
46	The Contractor shall ensure that all personnel assigned to the project <u>remain</u> trained to proficiency as appropriate to their duties. Ongoing training of personnel will be provided by the Contractor, with support from Metro as necessary.			

47	The Contractor shall establish and document the proficiency of its employees including but not limited to, test and observation results, training undertaken, and be prepared to demonstrate to the reasonable satisfaction of Metro that such level of training has occurred and is maintained.			
48	The Contractor must also provide a retraining program for incidents of non-compliance to Metro's policies and procedures.			
49	The Project Manager must plan and attend regularly scheduled meetings with the Contractor staff assigned to the Metro contract to inform them of any changes in the program, service, special events and any other updates to Metro's services.			
50	Contractor must share training materials and records upon Metro request for compliance monitoring.			
51	Upon Metro request, the Contractor will remove any Contractor employee from the Metro contract for excessive complaints, misconduct, inappropriate behavior, or repeated instances that demonstrate a lack of proficiency.			
52	Contractor shall retain qualified and experienced personnel to perform service according to the requirements set forth in this Scope.			
53	Contractor must ensure CSRs make every effort to resolve a customer service issue with one call. A First Call Resolution (FCR) methodology is expected to ensure the customer service representatives are efficient at providing customers the right resolution, during the first contact, requiring minimal follow-up or escalation of issues.			
54	Contractor must ensure CSRs fulfill all CSR responsibilities outlined in 1.2.1.3.f.			
55	Contractor must have restrictions in place to ensure all information received or learned while performing work for Metro is kept confidential. Information shall only be released to outside parties with the explicit consent of the designated Metro contact.			
	Performance Metrics			
56	Contractor's telecom system must provide the desired metrics through verifiable reports.			
57	The metrics must be reported monthly to Metro within 5 business days after a month has ended.			
58	Contractor shall meet and report on all metrics outlined in 1.2.1.4 as a condition of satisfactory contract performance.			

59	The Contractor shall directly perform all of the duties required in this section and shall not subcontract responsibilities or requirements with the exception of leasing or cleaning any required equipment or facility, or standard administrative services (e.g. Payroll processing). The Contractor shall be solely responsible for the payment and actions of any and all subcontractors used for these purposes.			
	Project Schedule and Phasing			
60	Contractor must include a proposed implementation timeline as a part of their RFP response.			

SECTION 2 – REQUIREMENTS

2.1 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” (Request for Proposal) 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 Proposal 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) "Metro" Refers to the Regional Metropolitan Transit Authority of Omaha d/b/a/ Metro.

(m) "Project" means Security Service Contract 2025-2026; "Project" is sometimes used interchangeably with "Work" and, if so, shall be ascribed that definition;

(n) "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;

(o) **“Representative”** means designated individuals of Metro ; and

(p) **“Work”** means and refers to all supervision, direction, employees and other labor, all materials, supplies, services, work, machinery, transportation, tools, equipment, and all other tasks and incidentals necessary to fabricate, 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.

2.2 Submission Requirements and Instructions:

2.2.1 Exhibits:

Exhibit “A” to the General Conditions, Receipt of Federal Clauses

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

Exhibit “C” Request for Clarification or Substitution

Exhibit “D” Acknowledgement of Addendum

Exhibit “E” to the General Conditions, Debarment and Suspension Certification.

Exhibit “F” Non-Collusion Affidavit

Exhibit “G” Lobbying Certificate

Exhibit “H” Conflict of Interest Disclosure Statement

Bidders List Data Form

Exhibit “C” Request for Clarification or Substitution must be submitted on or before May 20, 2025, by 2:00 pm CST.

The contractor should review the exhibits attached to this RFP and submit the following:

1. Proposals are due on or before 2:00 pm, Central Time, June 2, 2025, and must include ALL of the following as a part of your Proposal:

_____ Exhibit “A” to the General Conditions, Receipt of Federal Clauses

_____ Exhibit “B” to the General Conditions, Pricing Schedule/Company Information

_____ Exhibit “C” Request for Clarification or Substitution

_____ Exhibit “D” Acknowledgement of Addendum

_____ Exhibit “E” to the General Conditions, Debarment and Suspension Certification

_____ Exhibit “F” Non-Collusion Affidavit

_____ Exhibit “G” Lobbying Certificate

_____ Exhibit “H” Conflict of Interest Disclosure Statement

Bidders List Data Form

2. Double check:

A. Dates

B. Quantity and/or monetary values

C. Signatures

3. Metro prefers your Proposal to be submitted as follows:

Proposal shall be submitted by 2:00 pm CST on June 2, 2025. Metro prefers Proposal be submitted via Mail or hand delivery. The upper-left hand corner of the sealed enveloped must identify the following information:

(Name of Contractor/Bidder)
Customer Service Contact Center Contract
Spec. No.:08-25

Envelopes, containing proposals must be sealed and addressed to:

Procurement and Contracts Manager
The Regional Metropolitan Transit Authority of Omaha d/b/a Metro
08-25 Customer Service Contact Center Contract
2222 Cuming Street
Omaha, Nebraska 68102-4392

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

2.3 Responses for Request for Proposals (RFP)

2.3.1 Responsive Request for Proposals (RFP).

- (a) The Authority will evaluate only those Proposals which are fully responsive to this RFP and which are received by the Authority on **June 2, 2025, by 2:00 pm CST** or as extended by Addendum. The proposal package consists of one (1) sealed package containing one (1) printed, signed original proposal and one (1) electronic copy of the complete proposal on a USB drive. *See SECTION 3 – PROPOSAL SUBMISSION, INSTRUCTIONS, EVALUATION AND AWARD.*

Procurement and Contracts Manager
The Regional Metropolitan Transit Authority of Omaha d/b/a Metro
Customer Service Contact Center Contract
Spec. No.: 08-25
2222 Cuming Street
Omaha, Nebraska 68102-4392

Proposals become the property of the Authority.

- (b) The Authority reserves the right in its discretion: to amend the RFP at any time prior to the Proposals deadline by Addendum; to reject all Proposals; to waive minor irregularities contained in any proposal; to rely upon any information obtained through its own investigation of the Applicant or its Proposal or that of any department, agency or any other appropriate governmental entity; and to withdraw the RFP at any time, including after the Proposal deadline, without the award of a Contract.
- (c) An Addendum to this RFP shall be forwarded only to those Persons who have requested a copy of this RFP in writing and who have provided an address, telefax or similar means of communication for such purposes to the Authority pursuant

to this RFP. Any Person who may have received a copy of this RFP from the Authority or other sources without a written request to the Authority for the same must comply with this requirement. The Authority shall not be responsible should any Person failure to receive such Addendum or notice.

- (d) Proposal may be withdrawn or modified by Applicant upon written request referencing the appropriate Project and Specification numbers addressed to the Procurement and Contracts Manager prior to the Proposal deadline. Whenever sealed Bids/Proposal have been required, modifications shall also be sealed and shall be submitted to the Procurement and Contracts Manager, clearly marked "MODIFICATION TO SEALED BID/PROPOSAL". Modifications will be accepted and considered only if received prior to the Bid/Proposal deadline. All modifications shall clearly identify how and to what extent the Bid/Proposal is being modified. Where appropriate, the required number of copies of substitute forms, documentation and other materials shall be included with the modification. Sealed Bids/Proposal that are withdrawn shall be returned unopened by the Authority.
- (e) The Authority may request additional or clarifying information from an Applicant at any time. If only one Proposal for the Work is received, a detailed cost bid or proposal may be requested of the single Applicant. A cost/price analysis and evaluation and/or audit may be performed of the cost bid or proposal to determine a fair and reasonable price. All responses from Applicant shall be in writing.
- (f) Sales taxes shall not be included in the price for any Bid or Proposal.
- (g) Not used
- (h) No Bid or Proposal shall be considered compliant or responsive unless it materially complies with the RFP in its entirety, completely and accurately responds to all parts of the RFP and includes all information requested. Without limitation to the generality of the preceding sentence or any other provision of this RFP, a Proposal may be found not to be compliant or responsive if Applicant:
 - Misrepresents any material fact.
 - Attempts to evade any material provision or requirement of this RFP.
 - Fails to timely submit a duly authorized and executed Bid or Proposal.
 - Submits a conditional Bid or Proposal, or a Bid/Proposal that takes exception to the Specifications, the RFP or any other Contract Document.
 - Fails to adequately demonstrate its ability to perform or timely perform the Project and the Work in compliance with the Contract.
 - Fails to fully execute or complete any forms, schedules or exhibits required by this RFP to be executed or completed.
 - Otherwise fails to comply with any material provision or condition of this RFP.

2.3.2 Requests/Specified Parts and "Approved Equals".

- (a) This RFP shall be the Authority's official Request for Competitive Bid/Proposal. No change can be made to this RFP except in writing in the form of an Addendum signed by the Procurement and Contracts Manager, in which event notice shall

be provided to those Persons identified, and as set forth, in this RFP. Other than a request for the RFP, no inquiry concerning the RFP shall be made except for clarification. All such requests must be made in writing on the form required and reference the Project and Specification numbers. Requests for clarification shall include an explanation detailing why clarification is necessary. All requests must be received by the Authority by the deadline specified in this RFP or as extended by Addendum.

- (b) All requests to the Authority made under this Section 2.3.2 should be addressed as follows:

Procurement and Contracts Manager
The Regional Metropolitan Transit Authority of Omaha d/b/a Metro
Customer Service Contact Center Contract
Spec. No.: 08-25
2222 Cuming Street
Omaha, Nebraska 68102-4392

- (c) The Authority shall respond to all requests in writing in the form of an Addendum prior to the Proposal deadline. Copies of the response in the form of an Addendum shall be sent to all Persons complying with the RFP. The Authority shall not be responsible should any such Person fail to receive such Addendum.
- (d) The Authority shall not be obligated to extend the Proposal deadline in the event of an approved request for clarification, substitutes or proposed equal, but may do so in its absolute discretion.
- (e) The Authority may reject any request for a substitute or qualified equal made by any Contractor following the award of the Contract, in its absolute discretion.

2.3.3 Protests.

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

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

2.4 Applicant's Identification.

- 2.4.1 Responsible Individuals. Whenever the identification of any individual is required by this RFP, Applicant shall provide full and complete identification, including the individual's: full name; current address; date of birth; the full nature and extent of the individual's interest, affiliation, capacity or other relationship with Applicant; the individual's anticipated responsibilities, obligations, liabilities in connection with the Work, the Proposal or the Contract.
- 2.4.2 Other Responsible Persons. Whenever the identification of any Person, other than an individual, is required by this RFP, the Applicant shall provide full and complete identification, including the Person's: full name and current address; date and place of organization; employer identification number; documentation evidencing organization and authorization to do business in Nebraska; and its anticipated responsibilities, obligations and liabilities in connection with the Work, the Proposal or the Contract.
- 1.4.3 Applicant Identity. Applicant shall identify itself, and all Persons who will act, directly or indirectly, as a Subcontractor in connection with the Work, the Proposal or the Contract. No Subcontractor shall be permitted to perform under the Contract without approval from the Authority, unless so identified.
- 1.4.4 Continued Identity. Applicant shall, in the form of written supplements to its Proposal addressed to the Authority Administrator, keep continuously current through the award of the Contract all information provided pursuant to Section 2.4 of this RFP, including Sections 2.4.1 and 2.4.2.
- 1.4.5 Designated Recipient of Notice. Applicant shall designate a Person to receive copies of any correspondence, approvals or notice contemplated by the Contract from the Authority. Identification shall include a telephone number, address, telefax number, hours of business and any other information appropriate to enable the Authority to provide any notice.
- 1.4.6 Designated Authorized Representative. Applicant shall identify the individual(s) who shall have authority to bind the Applicant/Contractor in any matter related to the Proposal, Contract or Work.

2.5 Termination.

2.5.1 Termination for Convenience by Authority.

- (a) Any Contract, or any part thereof, awarded by the Authority pursuant to this RFP 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 2.5, Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section 2.5.1(b). Contractor waives any other right, remedy or recourse of any nature whatsoever it may have now or at any other time against the Authority and the FTA.
- (b) In the event of termination for convenience pursuant to Section 2.5.1, Authority shall be responsible to pay the Contractor only for all authorized Work performed up to the date of termination and conforming to the Contract, without allocation of profit for unperformed, remaining or incomplete Work. In no event shall the aggregate charges to be paid by Authority pursuant to the preceding sentence exceed resulting from the percentage of the completed Work to that remaining multiplied by the aggregate Contract price. In the event of such termination, Contractor shall have no recourse against Authority except as earlier stated in this Section 2.5.1(b) and as follows: Contractor shall be entitled to receive reimbursement from Authority an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Contractor in withdrawing its equipment and personnel from the Work and otherwise demobilizing; (ii) the actual, reasonable and necessary costs reasonably incurred by Contractor in terminating those contracts, not assumed by Authority, for Subcontractors; (iii) provided, however, Contractor shall not be paid for any Work after receipt of such notice or for any costs incurred by Subcontractors after receipt of Customer's termination notice, or for Work which Contractor could reasonably have avoided Contractor. Contractor shall document any cost claimed by it to Authority's reasonable satisfaction and shall supply Authority with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Authority for the amount of reimbursement claimed by Contractor with all supporting information and requisite documents. Unless disputed in good faith by the Authority, Customer shall be paid such amounts within thirty (30) business days after Customer delivers all Work, completed or not completed, in its then current form, free and clear of all liens and assigns to Authority together with any subcontracts, duly assigned, that Authority is willing to assume.

- 2.5.2 Suspension by Authority. Upon seven (7) days' prior notice, the Authority may suspend, delay, or interrupt for up to six (6) months the Work or the Project for the convenience of the Authority. Nothing in this Section 2.5.2 shall be construed to apply to any such suspension, delay or interruption caused by an event of force majeure (as defined by the Contract Documents). In the event such suspension, delay, or interruption causes a change in Contractor's cost or time required for performance of the Work, the Parties will agree on an equitable adjustment through a written amendment to the Contract to be

signed by Authority and Contractor. A suspension may be withdrawn by Authority upon five (5) days' written notice to Contractor. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Authority and Contractor shall be compensated by Authority as if this were a termination for convenience under Section 2.5.1.

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

- (a) Terminate the Contract effective immediately upon Contractor's receipt of written notice from Authority specifying any of the following events:
 - (i) Insolvency of Contractor.
 - (ii) The filing of a meritorious petition of bankruptcy by or against Contractor or the filing of any petition by Contractor seeking protection under Chapters 7, 11 or 13 of the United States Bankruptcy Code.
 - (iii) The conviction of Contractor of a felony in connection with the Work.
 - (iv) Except as provided in Section 3.5.3(b)(i), the failure to materially comply with any of the Laws.
 - (v) Any attempt to evade any material provision of the Contract or to practice any fraud or deceit upon Authority.
 - (vi) The failure of Contractor or any of its Subcontractor's to fully comply with the lawful directives or cooperate with requests of Authority inspectors or other officials administering or monitoring Work, including any federal, state or other public authority.
 - (viii) Any material misrepresentation by Contractor made at any time.
 - (ix) Contractor improperly assigns or attempts to assign the Contract or any of the Work.
 - (x) The failure to properly maintain, provide or permit Authority access to any books, records, bank accounts or documentation related to the Contract.
- (b) Terminate the Contract, if any of the following (which shall also constitute a material default or breach of the Contract) is not cured to the satisfaction of the Authority within the earlier of thirty (30) days or the time prescribed therefor, in either event from the receipt of written notice from the Authority specifying such breach or default:
 - (i) Contractor fails to conform operations which are in violation of the Laws because of a change in the Laws within 30 days following the effective date of such change.
 - (ii) The failure to promptly pay any sums due to Authority within 5 days of notice.
 - (iii) Contractor refuses or fails to timely commence or perform the Work.
 - (iv) Contractor refuses or fails to supply enough properly skilled workers, or proper materials or Subcontractors to timely perform the Work.

- (v) Contractor fails to comply promptly with rejection notices or notices to correct defects in the Work.
- (vi) Contractor causes or permits any repudiation, lapse or cancellation of performance or other security required by Section 2.5.4.
- (vii) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section 2.5.3.

Termination under Section 2.5.3(b) shall be effective as of the expiration of the period so specified without the necessity of further action by the Authority.

- 2.5.4 Wrongful Termination by Authority. In the event the Authority shall wrongfully terminate the Contract, unless otherwise agreed by the Parties in writing, to re-instate or otherwise continue the Contract in accordance with its terms, the Authority's termination shall be construed to be a termination for convenience and Section 2.5.1 shall apply.
- 2.5.5 Future Breach not Waived. No waiver by Authority of any breach or default by Contractor under the Contract shall operate or be construed to operate as a waiver of any other existing or future breach or default, whether of a similar or different character. Failure of the Authority to insist upon strict performance of any provision under this Agreement shall not constitute a waiver of, or estoppel against asserting the right to require strict performance of any other provision of this Agreement or the same provision in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later default or breach. No waiver by any Person of any default by any Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release of, said Party from performance of any other provision, condition or requirement herein; nor shall such waiver be deemed to be a waiver of, or in any manner a release of, said Party from future performance of the same provision, condition or requirement. Any delay or omission of any Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. No waiver of a right created by this Agreement by one or more Parties shall constitute a waiver of such right by the other Parties except as may otherwise be required by law with respect to Persons not parties hereto. The failure of one or more Parties to perform its or their obligations hereunder shall not release the other Parties from the performance of such obligations.
- 2.5.6 Contractor's Right to Terminate. Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section 2.5.6. In the event that the Authority fails to timely pay to Contractor any undisputed amounts due pursuant to the terms of the Contract, Authority shall be in default under this Contract and Authority shall be allowed thirty (30) days from receipt of a written notice of such default from Contractor in which to cure such default, after which Seller may immediately terminate this Contract by written notice to Buyer. Any amount disputed by Authority to be due under this Contract must be disputed in good faith.
- 2.5.7 Waiver of Contractor's Other Remedies. Except as provided in Section 2.5.3(b), Contractor waives any claim or other right it may have to proceed in law or equity against Authority or to otherwise obtain any money or any damages under or in respect to this Contract for any wrongful or other termination or for any default or breach in the keeping or performance of any warranty, covenant or obligation under or in respect to this Contract by Authority or for any other act, operation or omission of Authority in respect to the Contract, under any theory whatsoever.

2.5.8 Dispute. Continuing Performance. In the event of any dispute between Authority and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section 2.5.8. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha, Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Authority or Contractor set forth in this Section 2.5 to terminate the Contract. In addition to the specific rights of termination and suspension as set forth in Section 2.5, Authority and Contractor shall have also available the remedy of specific performance to enforce this Section 2.5.8, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section 2.5.8.

2.6 Warranties of the Parties.

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

- (a) It is duly organized and existing under and by virtue of the laws of the state of its organization and has the power and authority to own its properties and to carry on the business as presently conducted and as represented and to do business in the State of Nebraska.
- (b) It has all requisite corporate power and authority to execute, deliver and perform the Bid or Proposal and Contract; the Bid or Proposal and the Contract have been duly authorized, executed and delivered, and as such, constitute its valid and binding obligation, enforceable in accordance with its terms and conditions.
- (c) Performance of the Contract will not violate, or be in conflict with, or result in a material breach of, or constitute a default under, any material agreement, order, judgment, or decree to which it is a party or by which it is bound.

- (d) It has examined or is familiar with all current Laws and shall undertake its performance under the Contract in conformity with the same.
- (e) The representations made in the Contract, including the Certifications made in its Bid or Proposal are true, accurate and complete in all respects.
- (f) To the best of its knowledge, after due and diligent inquiry, no elected official of the Authority of Omaha, and no member of the Board of Directors of the Authority nor any the Authority's officers or employees is employed by, or has a financial interest, direct or indirect, in the Contract, the Applicant, the Contractor or any Subcontractors.
- (g) It shall execute and deliver all such other and additional instruments and documents and to do such other acts and things as may be reasonably necessary more fully to effectuate the Work and the Contract. Without limitation to any of the foregoing, all warranties required by the Contract or otherwise applicable to the Work shall be assignable to the Authority upon the completion of the Work or any termination of the Contract.
- (h) In its performance of the Work, Contractor, including its Subcontractors shall use the standard of professional ethics and the degree of skill, care and diligence normally employed by professionals and trades performing the same or similar Work (collectively, the "Standard"). Except as expressly limited by the Specifications, all Work to be furnished under the Contract shall be of highest quality and new, free from faults and defects, suitable for the Authority's purposes and in conformity with the Contract. Any other Work shall be considered defective. Without prejudice to any other recourse available to the Authority, Contractor will re-perform and otherwise remedy any defective Work, including any Work not meeting the Standard without additional compensation.

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

2.7 Miscellaneous Matters.

- 2.7.1 Severability. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract, nor shall the invalidity or unenforceability of a portion of any provision of the Contract affect the validity and enforceability of the balance of such provision. All other provisions and parts of provisions shall remain in full force and effect, provided however, if in the sole opinion of Authority, the removal or inoperative effect of any such provision or part of provision so declared invalid or unenforceable shall materially affect Authority's rights under the Contract, the Authority may terminate the Contract as set forth in Section 2.5.1(a).
- 2.7.2 Time is of Essence in this Agreement. Whenever the Contract shall set forth any time for any action to be performed by or on behalf of the Contractor, time shall be deemed of the essence and as such shall be deemed a material provision of the Contract.
- 2.7.3 Complete Agreement. The Contract constitutes the entire agreement between the Authority and Contractor and supersedes any other agreement or understanding between them. Should the Authority determine that any material provision of the Contract is adversely affected by the subsequent action of the state or federal government (as determined by the Authority in its sole and absolute discretion), the

Authority shall have the right to modify the provisions of the Contract to such extent as may be necessary to carry out its original full intent and purpose, otherwise the Contract shall be not be amended or otherwise modified except as required by changes in Law, Sections 2.7.1 or by written mutual agreement of the Parties. All modifications shall be effected by Authority only as permitted by its internal control provisions, which shall be made available from the Procurement and Contracts Manager. Any amendments or modifications to this Agreement shall be binding upon Contractor's guarantor or surety without notice.

- 2.7.4 Governing Law. The Contract shall be governed by and construed in accordance with the Laws.
- 2.7.5 Venue. With respect to any claim of any Person arising out of the Contract (i) each Party irrevocably submits to the exclusive jurisdiction of the federal courts located in Douglas County in the State of Nebraska (unless such federal courts lack subject matter jurisdiction, in which case each Party irrevocably submits to the exclusive jurisdiction of the State courts located in Douglas County in the State of Nebraska), and (ii) each Party irrevocably waives any objection which it may have at any time to the venue of any suit, action or proceeding arising out of or relating to the Contract brought in any such courts and irrevocably waives any claim that such suit, action or proceeding is brought in an inconvenient forum, and further irrevocably waives the right to object, with respect to such claim, suit or proceeding brought in any such court, that such court does not have jurisdiction over such Party.
- 2.7.6 Assignment. Neither the Contract nor any of Contractor's rights, privileges, liabilities or obligations under the Contract may be assigned, subcontracted (other than to Subcontractors identified in the Bid or Proposal) or transferred by Contractor without the prior written consent of the Authority, which may be withheld in its discretion.
- 2.7.7 Survival. All waivers, representations, warranties, indemnities, limitations and remedies provided for in the Contract shall survive the expiration or termination of the Contract.
- 2.7.8 Notice. Unless otherwise expressly provided in the Contract Documents, any request, protest, notice, response, or approval, required or contemplated by the RFP or the Contract, shall be considered sufficient only if made in writing and hand-delivered or sent by telephone facsimile or certified or registered mail, postage prepaid to the Person designated below, addressed as follows:
- (a) To the Authority:
The Regional Metropolitan Transit Authority of Omaha
Metro
Procurement and Contracts Manager
2222 Cuming Street
Omaha, NE 68102
 - (b) To the Contractor:
That Person identified in the Bid/Proposal for such purposes.

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

- 2.7.9 Requests/Approvals/Consents. Whether or not otherwise so specified in the Contract, all requests and any required consents, notices and approvals shall not be valid unless made in writing.
- 2.7.10 Headings. The descriptive headings of the Contract are used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.
- 2.7.11 Relationship of Parties. Nothing in the Contract shall be deemed or construed to create a joint venture, agency or any other relationship by or between the Authority and Contractor other than that of an independent contractor.
- 2.7.12 Indemnity. For purposes of this Section 2.7.12, “damages” shall mean any and all damages, loss or injury of whatsoever nature, including all claims, demands, suits, proceedings, judgments, recoveries (including any payments by Authority in respect to the foregoing pursuant to a court judgment or good faith settlement by Authority) any fine, penalty, liability, loss, any direct, special, incidental or consequential damages, any damage or injury to Person (including death or bodily injury) or property and causes of action made, asserted, sought or obtained by any private or public third Person from or against, or otherwise sustained by, Authority (including Authority's contractors, employees, licensees, officers, elected or appointed officials and all sums reasonably expended by the Authority for attorney fees in asserting or defending against such damages) whether under theories of breach of contract, tort, negligence, or otherwise. Contractor shall bear sole responsibility and be liable for, and shall hold the Authority harmless and indemnify it from and against, all damages resulting or arising from or out of or in connection with (a) Contractor’s operations, including as a result of any act, error or omission of (b) Contractor’s and its Subcontractor's (including their respective agents, employees or assigns), performance, non-performance or wrongful performance of or under the Contract or undertaken or made pursuant to the authority of the Contract, (c) any misrepresentation made by Contractor in the Contract Documents, and (d) the breach or default of any warranty. The Authority shall have the right to defend itself (or join in the defense at the cost of Contractor) from and against such liabilities and damages, unless Contractor fails to promptly or competently undertake defense on behalf of the Authority as required.
- 2.7.13 Contractor's Books and Records. Contractor shall maintain complete and accurate accounting records in accordance with generally accepted accounting practices in connection with all matters related to the Contract and the Work, including to substantiate charges on each invoice. Contractor shall also retain all such records, books, correspondence, instructions, drawings, receipts, subcontracts, agreements, commitments, purchase orders, memoranda, and other data relating to the Contract or the Work normally maintained as part of its established business operations and as may be required by Law. Contractor will permit the Authority and its representatives, at all reasonable times and as otherwise required by the Laws, access to all offices and other facilities and to all such records, to make such reasonable inspections as they may require and will cause its officers promptly to furnish them with such financial and operating data and other information with respect to the business and properties of Contractor relating to the Contract or the Work. Contractor shall preserve all such records for a period required by Law, but in no event less than five (5) years following final payment under the Contract.
- 2.7.14 Change in Work. Authority shall have the right to request Contractor to make reasonable changes to the Work (“Work Change”). Contractor shall consent to make such requested

Work Changes, provided that Contractor is technically capable of making such Work Changes, and further provided that: (a) such Work Changes do not materially, individually, or cumulatively increase Contractor's expenses in providing the Work, or (b) if such Work Changes materially increase Contractor's expenses in providing such Work, Contractor agrees to bear the cost for the Work Changes at standard rates in accordance with the Contract Documents.

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

2.8 Insurance

It is strongly recommended that Consultants confer with their respective insurance carriers and/or brokers to determine in advance of proposal submission the availability of insurance coverage as required under this solicitation. Failure to comply with the insurance requirements may result in disqualification from award of the contract. Compliance with insurance requirements hereunder is considered a material term of the contract. Metro reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

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

Commercial General Liability Insurance including Personal Injury Liability, Independent Contractor's Liability, Contractual Liability, Product Liability, and Completed Operations Liability.

Limits

\$10,000,000 General Aggregate Limit
 \$5,000,000 Products/Completed Work Limit
 \$5,000,000 Each Occurrence Limit
 \$3,000,000 Fire Damage Limit (any one fire)
 \$50,000 Medical Payments Limit (any one person)

Garage Keepers Liability (Optional)

\$10,000,000 General Aggregate Limit
 \$5,000,000 Each Occurrence Limit

Business Automobile Liability Insurance

Combined Single Limit \$10,000,000 Each Occurrence
 Excess Liability, Umbrella Insurance Form

Limits

(BI and PD combined) - \$10,000,000

Each Occurrence Limit - \$5,000,000
General Aggregate Limit - \$5,000,000

Workers Compensation and Employer's Liability

Limits

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$500,000 policy limit for bodily injury by disease.

The types and levels of insurance stated herein shall provide coverage for this job only, i.e. *Customer Service Contact Center*. Consult your insurance agent for details.

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

2.9 Payment

Invoices shall be submitted on a monthly basis, in accordance with the proposed pricing or agreed upon rate. Invoices shall indicate date, and services were provided per event. Invoices shall be submitted at least on a monthly (preferably by e-mail or fax) to: RMTA of Omaha, ATTN: Accounts Payable – Security Service Contract 2025-2026, Tel: (402) 342-0949, email AccountsPayable@ometro.com, 2222 Cuming Street, Omaha NE, 68102-4328.

1. Metro will pay the Contractor, as invoice for services in accordance with the applicable quoted agreed. Any additional charges outside of actual service must be specified in the bid table. ***Exhibit B, Pricing Schedule/Company Information***. Metro will not pay for lost time due to equipment failure.
2. The proposal price shall be all-inclusive and shall include in the hourly rate all profit, overhead costs, administrative costs, labor costs, materials costs, equipment costs, travel time and insurance required in providing the scope of service specified herein. Metro will not accept any additional costs associated in providing the specified service other than those provided for, in the proposal.

SECTION 3 –SUBMISSION, INSTRUCTIONS, AND AWARD

3.1 Proposal/Bid/Quote Copies – Completed Proposals are due to Metro by June 2, 2025, by 2:00 p.m. Central Time

- A. The quote/proposal/bid consists of one (1) sealed package containing one (1) printed, signed original quote and one (1) electronic copy of the complete proposal on a USB drive.
- B. The proposal shall have a maximum of **fifty (50) pages**, which must be numbered in the Proposal document.
- C. The Proposer shall ensure that all copies and all electronic media are identical to the Proposer's hardcopy, original submission. In case of discrepancy, the hard copy shall govern.

3.2 Proposal Content

Each 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. The Proposal must be specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the Scope of Work, the capacity to handle the project, and relevant experience as it pertains to operating a contact center for a public service. 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. The evaluation criteria are listed in Section 3.3. The following items should be included in the proposal.

1. Title Page.
2. Letter of Introduction & Transmittal, including the name of a contact person within your firm.
3. Table of Contents.
4. 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.
5. Briefly describe the firm's experience managing customer service and/or contact centers for public transit agencies, local government agencies, or agencies with similar operations. Provide a list of contracts in progress or anticipated contracts which may run concurrent with this proposed Work.
6. Firm's approach to project management, including data collection, sharing, and reporting, complaint resolution, record retention, and quality assurance monitoring.
7. Human resource management plan and approach. The Proposer shall describe their human resource management plan and approach, including such matters as career development, employee turnover rates, training (both initial and ongoing), certifications, key personnel recruitment and retention, supervision, supervisor to representative ratios, strength and processes for handling planned and unplanned spikes in workload volumes, performance monitoring and discipline.
 - a. Provide the composition of the proposed project team. Include the project manager and identify the number of administrative or supervisory staff, customer service representatives, and any other staff roles you anticipate needing to execute the Work. Provide an organizational chart showing how the project will be staffed in all functional areas.
8. Proposer shall specify recording storage capability, i.e., length of time call recordings can be stored.
9. Customer Relationship Management (CRM) Software. Proposer shall state whether their preference is to use a CRM system designated and maintained by Metro or if the Proposer prefers to use their own CRM software. If the Proposer prefers to use their own CRM software to fulfill the Work, the Proposer shall include with the Proposal details of the software, including key features, functions, whether Metro staff would have access to the software, and a data sharing and reporting plan.
10. Provide details on how the Proposer will support customers in languages beyond English.
11. Detailed cost proposal. The cost proposal & pricing schedule should account for three years of service and the cost for annual extensions for up to two subsequent years. Costs submitted on the pricing schedule should account for all costs associated with full delivery of the scope of services.

- a. Mobilization costs
 - b. Monthly all-inclusive cost of service during core hours as designated in this proposal, without holiday service.
 - c. Cost for additional operating hours
 - i. Additional AM
 - ii. Additional PM – Option 1
 - iii. Additional PM – Option 2
 - iv. Additional PM – Option 3
 - d. Additional cost of offering CSR coverage for MOBY trip scheduling on a holiday.
 - e. Cost per mailing item
 - f. Cost for the Contractor-provided CRM software, if applicable
 - g. Language assistance services, if needed
 - h. Online chat service or other customer support methods
12. Estimated implementation timeline. Include key objectives to be met at each step of the timeline.

3.3 Proposal Evaluation Criteria

Proposals will be evaluated by an Evaluation Committee, appointed by Metro, on the basis of the following weighted criteria. The evaluation criteria will serve as the basis for scoring, and each submission will be evaluated on its own merit. The following Matrix reflects the general weight of scoring parameters:

Criteria	Key Factors
Proposed Service	Well defined service that meets the criteria represented in the Project Scope and how the service adheres to specific functionality as shown in the Requirements Matrix (Appendix E).
Service Cost	Reasonableness of total cost.
Implementation and Timeline	Well thought out and organized timeline and implementation plan, with a history of meeting deadlines and keeping projects on task with achievable milestones.
History of Project Completions	Experience working with transit agencies and/or local government agencies, particularly those of similar size to Omaha Metro. Experience working with similar project scopes and requirements.

3.4 Evaluation Process

- A. All proposals are evaluated and ranked on the evaluation criteria specified in the RFP.
- B. The total evaluation points, as separately determined by each Evaluation Committee member, will be added and each Proposer will be ranked in numerical sequence from the highest to the lowest score.
- C. Metro may then conduct interviews/presentation with all responsible Proposers in the competitive range, or award without discussion.

3.5 Presentations/Interviews/Written Responses

- A. After the submission of proposals, Metro may shortlist up to five Proposer's (if necessary) with the top highest evaluation score(s) to interview with the evaluation committee concerning its technical proposal the week of June 9, 2025. The evaluation committee may also require Proposer(s) to submit written responses to questions regarding its proposal.
- B. During this process, firms will be required to present their professional Services and demonstrate their proposed Response to the Scope of Work and overall RFP, but in no way will change the original proposal submitted. Presentations will allow the proposer 10 minutes of set up time, 30 minutes of presentation time and 10 minutes for questions and answers from the evaluation committee and 5 minutes to tear down and clean up.

3.6 Eligibility For Award

In order to be eligible for award, firms must be responsive and responsible as determined by Metro. Metro reserves the right to request additional information as needed from firms in order to assist with this determination.

3.6.1. Responsive Proposals

Responsive proposals are those complying with all material aspects of the solicitation including method, timeliness, and substance of the submission. Proposals that do not comply with the terms and conditions of the solicitation may be rejected as non-responsive.

3.6.2. Responsible Firms

Responsible firms are those who, at a minimum, must:

- Have adequate financial resources, as required during the performance of the Contract
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments
- Have a satisfactory record of past performance
- Have the necessary technical capability to perform
- Not be debarred or prohibited from performing federally funded work
- Be qualified as a regular provider of the services being offered.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.7 Award

Metro intends on entering into a contract with the selected Proposer for a period of (2) two years, the contract shall begin after the time of the "Notice to Proceed", however that Metro at is sole

discretion may extend the terms of the contract for three (3) one-year periods if contractor is not in default and provided further, that in no event shall such term be extended if contractor cannot meet the required certifications of this contract. The maximum contract term is (5) years, if the contract is extended.

Metro also reserves the right to:

1. Reject any and all proposals.
2. Withdraw or cancel all or part of this RFP at any time without prior notice, and reissue a subsequent RFP as considered necessary by Metro.
3. Waive any minor irregularities, technical errors, or information in the procurement process.
4. Verify all information submitted in a proposal submission.
5. Award without negotiation, written or oral discussions.
6. Make an award to a Proposer with a responsive proposal which is the most advantageous to Metro, providing the best overall value consistent with the RFP, evaluation criteria, and award methodology.
7. Notify unsuccessful Proposers in a timely manner once Metro has made the award. Upon submittal, all proposals will be retained by Metro.

3.8 Contract

The Customer Service Contact Center contract will be for a term of (3) three years, the contract shall begin after the time of the "Notice to Proceed", however the term of the contract may be extended annually for up to two (2) one-year periods upon mutual agreement. The maximum contract term is (5) years, if the contract is extended.

Metro shall not be responsible for any costs incurred by Contractor which extended beyond the term of the contract or renewal thereof (excluding cost that accrue prior to termination but are payable after termination) or one not included in this Contract unless same are set forth in writing before the event. Any anticipated cost must be communicated to Metro at minimum sixty (60) days prior to the termination of the Contract.

SECTION 4 – FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL SERVICES

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

4.1 No Obligation by the Federal Government

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

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with

Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.2 Program Fraud and False or Fraudulent Statements or Related Acts

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

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

The Contractor agrees to include the above two clauses in each subcontract financed 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.

4.3 Access to Records

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

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

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

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

claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

4.4 Federal Changes

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

4.5 Civil Rights

4.5.1 Nondiscrimination

4.5.1.1. Nondiscrimination in Employment. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d et seq., Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor shall prohibit discrimination against any employee or applicant for employment because of race, color, religion, national origin, sex, age, genetic information, or age. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

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

4.5.2. Equal Employment Opportunity (EEO)

4.5.2.1 Race, Color, Religion, National Origin, Sex. In accordance, with Title VII of the Civil Rights Acts, as amended, 42 U.S.C. § 2000e et seq., and Federal Transit Laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 relating to Equal Employment Opportunity," as amended by any Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaking in the performance of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, sex, age, genetic information, or age. Such action shall include, but not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

4.5.2.2 Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623, U.S. Equal Employment Opportunity Commission (EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, and Federal Transit Laws at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementation requirements FTA may issue.

4.5.2.3 Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal Transit Laws at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disability Act,” 29 C.F.R. Part 1630, and any implementing requirements FTA may issue.

4.5.3 ADA Access Requirements.

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

4.5.4 Equal Employment Opportunity for Construction Activities.

When undertaking “construction” as recognized by the U.S. Department of Labor (DOL), Contractor must comply with: (a) DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 C.F.R. Chapter 60; and (b) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. §2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note.

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

4.6 Disadvantaged Business Enterprise (DBE)

4.6.1 This Contract is subject to the requirements of 49 CFR Part 26. METRO's overall goal for DBE participation is available on its website: <https://www.ometro.com/dbe-program>. METRO has not set a separate DBE contract goal for this FTA federally assisted contract. On prime contracts exceeding \$100,000 not having DBE contract goals, Metro encourages the prime contractor to provide subcontracting opportunities of a size that small business concerns, including DBEs, could reasonably perform, rather than self-performing all the work. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small business enterprises (SBEs)/DBE participation, even when the prime contractor might have the ability and otherwise prefer to perform these work items with its own forces. The current "List of DBEs Certified in Nebraska" is available on the Nebraska Department of Transportation's Civil Rights website: <https://dot.nebraska.gov/business-center/civil-rights>.

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

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

- (1) Withholding monthly progress payments.
- (2) Assessing sanctions.
- (3) Liquidate damage; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

4.6.3 Prompt Payment.

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

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

4.6.4 Good Faith Efforts. During the term of this Contract, the Contractor shall continue to make good faith efforts to ensure that DBE subcontractors have the maximum opportunity to successfully perform under this Contract. Such efforts shall include, without limitation, the following:

4.6.4.1 The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains Metro's written consent as provided in 49 CFR 26.53(f). Unless Metro's consent is provided under 49 CFR 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Metro's consent will only be provided where there is "good cause" to substitute or

terminate a DBE firm or any portion of its work. "Good cause" includes, but is not limited to, the circumstances as set forth in 49 CFR § 26.53(f)(1)(ii)(B)(3).

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

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

4.6.4.4 Notice to DBE Firm. The prime contractor must give notice in writing to the DBE firm of its intent to substitute or terminate the firm or any portion of its work. The notice must include the reason for the proposed request. A copy of the notice must be provided to Metro concurrently. The DBE firm will have five (5) days to respond and advise Metro and the prime contractor why it objects to the proposed substitution or termination of its subcontract or portion thereof and why Metro should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (*e.g.*, safety), Metro may provide a response period shorter than 5 days.

4.6.4.5 In addition to post-award substitutions or terminations, these substitution and termination provisions apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

4.6.5 Any and all contracts Contractor executes with third-party contractor(s) or subcontractor(s) in the performance of this Contract must comply with the requirements of 49 C.F.R. 26.13(b) and must include the assurance in any and all contracts with such third-party contractor or subcontractor. Metro requires the contractor to make available upon request a copy of all DBE subcontracts.

4.7 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, March 18, 2013, 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.

4.8 Government-Wide Debarment and Suspension

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

The contractor certifies the following by submitting a bid or agreeing to these clauses; The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined by the Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies

available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

4.9 Dispute / Continuing Performance

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

4.10 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.

4.11 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.

4.12 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.

4.13 Fly America Requirements

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

4.14 Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

4.15 Recycled Products (EPA Selected Items over \$10,000)

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

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

4.16 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.

4.17 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.

4.18 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.

4.19 New Employee Work Eligibility Status

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

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

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

4.20 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.

4.21 Special Provision – Text Messaging While Driving

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

A. Definitions - As used in this Special Provision:

- 1) **Driving:** Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- 2) **Text Messaging:** Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

B. Safety - The Grantee is encouraged to:

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

4.22 Prohibition on certain telecommunications, video surveillance or equipment.

Contractor is prohibited from obligating or expending grant funds to: (a) Procure or obtain, (b) Extend or renew a contract or procure or obtain; or (c) enter into a contract (to extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; (d) Contractor shall not provide covered telecommunications equipment or services in the performance of this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment deemed to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons, Section 1.50002 of the Federal Communication Commission's rules directs the Public Safety and Homeland Security Bureau to publish a

list of covered telecommunications equipment and services (Covered List) maintained on the Commissions website: <https://www.fcc.gov/supplychain/coveredlist>; (e) Telecommunications or video surveillance services provided by such entities or using such equipment; and (f) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

4.23 Safe Operation Vehicles

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

Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving, Contractor understands and acknowledges that it is encouraged to: (i) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by us, and driving a vehicle the driver owns or rents, a vehicle the we own, lease, or rent, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of Metro under this Contract; (ii) conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractor agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provision in all third-party or subcontractor contracts related to this Contract.

4.24 Trafficking in Persons

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

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

4.25 No Prohibited Interest/Conflict of Interest

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

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

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

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

SECTION 5 – EXHIBITS

Exhibit “A” to the General Conditions, Receipt of Federal Clauses

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

Exhibit “C” Request for Clarification or Substitution

Exhibit “D” Acknowledgement of Addendum

Exhibit “E” to the General Conditions, Debarment and Suspension Certification.

Exhibit “F” Non-Collusion Affidavit

Exhibit “G” Lobbying Certificate

Exhibit “H” Conflict of Interest Disclosure Statement

Bidders List Data Form

Date _____

Specification No. 08:25

I have reviewed the attached Federal Clauses for Procurement of Professional Services in conjunction with Metro's procurement of _____ **Spec #:25-24 SECURITY SERVICE CONTRACT 2025-2026** for which _____ has provided qualifications for

(Company Name)

consideration and hereby affirm that _____ shall
(Company Name)

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

Authorized Representative

Title

Company Name

Date

EXHIBIT B
Pricing Schedule/Company Information

Project: CUSTOMER SERVICE CONTACT CENTER**Date** _____**Project No.****Specification No. 08:25**

The undersigned hereby agrees to perform the Work in accordance with the RFP.

The undersigned understands that this Offer shall be examined by Metro, that it shall not be withdrawn for sixty (60) days and that no award shall be made until all required documentation is obtained.

Metro is exempt from payment of all federal, state and local taxes and these shall not be included in any pricing. Metro will furnish the successful Proposer with necessary tax-exempt certificates upon request.

Customer Service Contact Center Cost					
Description	Year 1	Year 2	Year 3	Year 4	Year 5
Required					
Mobilization costs (year 1 only)					
Monthly cost of proposal with "Core" Hours					
Additional CSR cost for Holiday coverage (per hour per CSR)					
Cost per mailed item					
Optional					
Additional cost of Additional AM Hours					
Additional cost of Additional PM Hours - Option 1					
Additional cost of Additional PM Hours - Option 2					
Additional cost of Additional PM Hours - Option 3					
Contractor-provided customer relationship management (CRM) software					
Language assistance services					
Online chat service or other contact support methods					
Other:					

EXHIBIT C
Request for Clarification or Substitution

Project: CUSTOMER SERVICE CONTACT CENTER**Date** _____**Project No.****Specification No. 08:25****Request for Clarifications/Substitutions**

Project Title: _____ Date: _____

Company Name: _____ Page No: _____

Document Reference (check one):

General Requirements: _____

Specifications: _____

Section Number: _____

Section Title: _____

BIDDER'S REQUEST:**METRO RESPONSE:**

Approved _____ Denied _____

Metro Comments:_____
Metro Authorized Signature

Date of Response

Procurement and Contracts Manager

Metro Transit, 2222 Cuming Street, Omaha, NE 68102 or procurement@ometro.com

This form must be completed and submitted on or before May 20, 2025 by 2:00 pm CST.

EXHIBIT D
ACKNOWLEDGMENT OF ADDENDUM

Project: CUSTOMER SERVICE CONTACT CENTER**Date** _____**Project No.****Specification No. 08:25**

In submitting this Bid, I hereby acknowledge receipt of addendum # _____ through _____.

Print Name of Authorized Representative_____
Print Email Address_____
Print Title of Authorized Representative_____
Print Street Address / Mailing Address_____
Area Code & Telephone Number_____
Area Code & Fax Number_____
Signature of Authorized Representative

This form must be signed and submitted in proposal package. All signatures must be original.

EXHIBIT E**DEBARMENT AND SUSPENSION CERTIFICATION****Project: CUSTOMER SERVICE CONTACT CENTER****Date** _____**Project No.****Specification No. 08:25**

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

Choose one alternative:

- ☐ The Bidder, _____ 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 Bid or 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 Bid or Proposal had one or more public transactions (federal, state or local) terminated for cause or default. OR
- ☐ The Bidder is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.) The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed in:

Name

Authorized Signature

EXHIBIT F
NON-COLLUSION AFFIDAVIT

Project: CUSTOMER SERVICE CONTACT CENTER**Date** _____**Project No.****Specification No. 08:25**

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

<p>– State of _____, County of _____</p> <p>I, _____, being first duly sworn, do hereby state that</p> <p>(Name of Affiant)</p> <p>I am _____ of _____</p> <p>(Capacity) (Name of Firm, Partnership or Corporation)</p> <p>whose business is and who resides at _____</p> <p>and that _____</p> <p>(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 Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.</p> <p>_____</p> <p>Signature of Affiant Date</p>	
<p>Sworn to before me this _____ day of _____, 20__.</p> <p>Notary Public My Commission Expires</p>	<p>– Seal –</p>

EXHIBIT G
LOBBYING CERTIFICATE

Project: CUSTOMER SERVICE CONTACT CENTER**Date** _____**Project No.****Specification No. 08:25**

The Bidder 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, 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 BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Bidder or Bidder's Authorized Official

Title

EXHIBIT H**CONFLICT OF INTEREST DISCLOSURE STATEMENT****Project: CUSTOMER SERVICE CONTACT CENTER****Date** _____**Project No.****Specification No. 08:25**

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 CUSTOMER SERVICE CONTACT CENTER 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: _____

Organization: _____

Title: _____

Date: _____

EXHIBIT H - CONT
CONFLICT OF INTEREST DISCLOSURE STATEMENT

REAL OR POTENTIAL CONFLICT DESCRIPTION:

CONFLICT OF INTEREST DISCLOSURE FORM

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

Section 1 – Contractor Officer or Employee COI

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

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

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

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

and responsible for negotiating, approving, accepting or administering any contract or subcontract on behalf of Metro for this project?

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

Section 3 – Real Estate COI

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

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

Section 4 – Outcome of Project bias/Objectivity

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

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

Section 5 – Unfair Competitive Advantage

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

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

Section 6 – Supplemental

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

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

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

Section 7 – Mitigation Plan

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

Signature: _____

Printed Name: _____

Organization: _____

Title: _____

Date: _____

BIDDERS LIST DATA FORM

This form is available to be downloaded as a fillable form at <https://www.ometro.com/procurement>.



Regional Metropolitan Transit Authority of Omaha
dba METRO

BIDDERS LIST DATA FORM

METRO is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. The information provided on this Bidders List Data Form will be used to determine the relative availability of Disadvantaged Business Enterprises (DBEs) and non-DBEs and will assist with establishing Metro's annual DBE goal. Metro's Bidders List is a compilation of bidders, proposers, quoters, subcontractors, and suppliers of materials and services who have submitted bids during the advertising period of a solicitation for services and/or goods. **Please provide the following information:**

1. Business Name: _____
2. Business Address: _____
*Address must include ZIP code _____
3. Contact Person: _____
Title: _____
4. Phone: _____
5. Fax: _____
6. Email Address: _____
7. Age of Business: _____
Years, Months
8. SAM #: _____
9. Business Annual Gross Receipts ___ Less than \$1 million ___ \$6-10 million
Annual gross receipts, as defined in 13 CFR 121.104, equals "total income" plus "cost of goods sold". ___ \$1-3 million ___ More than \$10 million
 ___ \$3-6 million
10. Do the affiliated annual gross receipts, averaged over the previous three fiscal years, exceed \$30.72 million for this business? ___ Yes ___ No
11. Is this business a small business, as defined by the U.S. Small Business Administration? ___ Yes ___ No
12. Will the business subcontract any work, service, and/or materials? ___ Yes* ___ No
*If yes, all subcontractor(s) must complete their own Bidders List Data Form.



Regional Metropolitan Transit Authority of Omaha
dba METRO

BIDDERS LIST DATA FORM

13. Is this business a certified DBE under Nebraska's Department of Transportation (NDOT) Unified Certification Program (UCP)? ☐ Yes ☐ No
14. Provide all NAICS codes applicable to each scope of work you seek to perform in this bid: _____
15. For certified DBEs under the NDOT UCP, is/are the NAICS code(s) above the NAICS code(s) under which you are certified as a DBE? ☐ Yes ☐ No
16. What ethnicity is the majority owner of the business?
More than one ethnicity may be selected.
- ☐ Black American
- ☐ Asian-Pacific American
- ☐ Native American
- ☐ Hispanic American
- ☐ Subcontinent-Asian American
- ☐ Non-Minority
17. Is the majority owner of the business a woman? ☐ Yes ☐ No

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

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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