

BUS WASH SYSTEM

RFP SOLICITATION

SPEC No. 05-25

Prepared by: Metro

May 5, 2025



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

NOTICE OF REQUEST FOR PROPOSALS (RFP)**BUS WASH SYSTEM****("Project")**

The Regional Metropolitan Transit Authority of Omaha, d/b/a Metro ("**Metro**") is requesting proposals from qualified responsible contractors for the replacement and installation of (3) three drive-through lane Bus Wash System. 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 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 this project and all associated equipment and 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, Bus Rapid Transit, express and ADA-compliant paratransit van services 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 466,903 with the Urbanized Area population approximately 931,667. Bus service includes 26 routes: 18 fixed and one (1) rapid transit line, which operates at various levels of service during the week, and six (6) express/commuter and one (1) downtown circulator, which run on weekdays during rush hour. There are four (4) transit centers offering multi-directional travel, free parking at 14 park and ride lots, and 28 stations and stops serving ORBT.

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

Organizational Statements

Purpose: The Omaha area needs reliable, quality public transportation to grow sustainably and serve the diverse needs of our residents.

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.

Values:

Unity – We are a team with a common purpose.

Responsibility – We take pride in our work and are committed to going above and beyond.

Care – We care about our customers and each other.

Resourcefulness – We are adaptable and driven to overcome challenges.

Learning – We are always training for tomorrow.

Appreciation – We are motivated to provide a quality of life for those we love through competitive wages and compensation.

PROJECT OVERVIEW

Qualified Vendors/Contractors are invited to submit proposals for Bus Wash System, based on information provided in this RFP. See the full Scope of Work in Section 1.

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 19, 2025, at 2:00 p.m. 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 each of the Contractor and Metro, and (iii) all conditions applicable to such award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied.

There will be **one (1) Non-Mandatory Pre-Submission Conference on May 13, 2025, at 11:00 am CST. In Person** and walk-in, the facilities at Metro Offices, 2222 Cuming St, Omaha NE 68102, conference will be held in the Metro Board room. **Virtual** with the following link:

Topic: RFP 05-25 Bush Wash: Non-Mandatory Pre-Submission Conference RFP 05-25 Bush Wash
Time: Jun 9, 2025 01:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87536237494?pwd=pgagJlPWlN3g5AGPaGlOygb3wb9T7w.1>

Meeting ID: 875 3623 7494

Passcode: 3417560

One tap mobile

+13462487799,,87536237494# US (Houston)

+16694449171,,87536237494# 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)
- +1 689 278 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)
- +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

Meeting ID: 875 3623 7494

Find your local number: <https://us06web.zoom.us/j/87536237494>

Metro strongly recommends attendance. If you are attending, please wear close-toed shoes and bring a high-visibility vest.

Proposals must be received with all required submittals as stated in the RFP, **no later than June 9, 2025, at 2:00 p.m. Central Standard 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 Bus Wash System 05-25" and identify the name and address of the Proposer.

Proposals received after the time specified shall not be considered for the 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
RFP: BUS WASH SYSTEM 05-25
ATTN: Procurement Manager and Contracts
2222 Cuming Street
Omaha, Nebraska, 68102-4392

For information regarding this proposal, contact Procurement and Contracts Manger at (402) 341-7560 EXT. 2272 phone, or procurement@ometro.com. Any questions or requests for clarification are due from Proposers before **May 19, 2025, at 2:00pm CST**, and must be submitted in writing to 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 complete and submitted by May 27, 2025, by 2:00 pm 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

Date of Publication: May 5, 2025

REQUEST FOR PROPOSALS (RFP) INFORMATION AND GUIDELINES**BUS WASH SYSTEM 05-25****SECTION 1 – SCOPE OF SERVICES**

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Proposal Form

Exhibit "A" to the General Conditions, Receipt of Federal Clauses

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Exhibit "C" Acknowledgement of Addendum

Exhibit "D" to the General Conditions, Debarment and Suspension Certification for Prospective Contractor.

Exhibit "E" to the General Conditions, De and Suspension Certification (Lower Tier-Covered Transaction)

Exhibit "F" Non-Collusion Affidavit

Exhibit "G" Lobbying Certificate

Exhibit "H" Conflict of Interest Disclosure Statement

Exhibit "I" Buy America Certification

Exhibit "J" Davis Bacon Wage Acknowledgement

Exhibit "K" Required DBE Participation

Exhibit "L" Required DBE Confirmation Form

Exhibit "M" Subcontractor Utilization Form

Exhibit "N" Davis Bacon Wages

Bidders List Data Form

PROJECTED PROPOSAL CALENDAR

Proposal Advertised and Issued	May 5, 2025
In Person and walk-in, the facilities. Virtual: Topic: RFP 05-25 Bush Wash: Non-Mandatory Pre-Submission Conference RFP 05-25 Bush Wash Time: Apr 15, 2025, 11:00 AM Central Time (US and Canada) Join Zoom Meeting https://us06web.zoom.us/j/87536237494?pwd=pgagJlPWlN3g5AGPaGlOygb3wb9T7w.1	May 13, 2025, at 1:00 pm CST at Metro Board Room, 2222 Cumming Street, Omaha NE 68102

Meeting ID: 875 3623 7494 Passcode: 3417560	
Deadline for Questions, Comments, & Requests for Clarification	May 19, 2025, at 2:00 p.m. CST
Metro's Response to Questions/Requests for Clarifications (Anticipated)	May 27, 2025
Statement of Qualifications/Proposals	June 9, 2025, at 2:00 p.m. CST
Proposer Interviews	Week of June 16, 2025
Notice of Intent to Award	July 10, 2025
Metro Board Action and Notification of top-ranked firm	July 24, 2025

SECTION 1- SCOPE OF SERVICES

1.1 Project Scope

The Regional Metropolitan Transit Authority of Omaha dba Metro is seeking proposals from qualified vendors for the replacement and installation of three (3) drive-through lane style bus wash system at 2222 Cuming St, Omaha, NE 68102. The current system consists of two lanes with each having an aging four (4) brush-based, drive-through system. The new system will include all new water management components ranging from pumps, controls, electronics, plumbing and all other components necessary for a high-quality wash system. The system currently has a drain system for each of the three lanes that drain into the reclaim tank system. Metro wants to ensure that the system installed has a water cleaning system to prevent odor.

1.2 Background

Metro offers fixed routes, express/commuter, circulator and origin-to-destination paratransit bus services throughout the Omaha metro, serving a territory of approximately 100 square miles with a fleet of over 115 vehicles including buses, paratransit vehicles and utility vehicles.

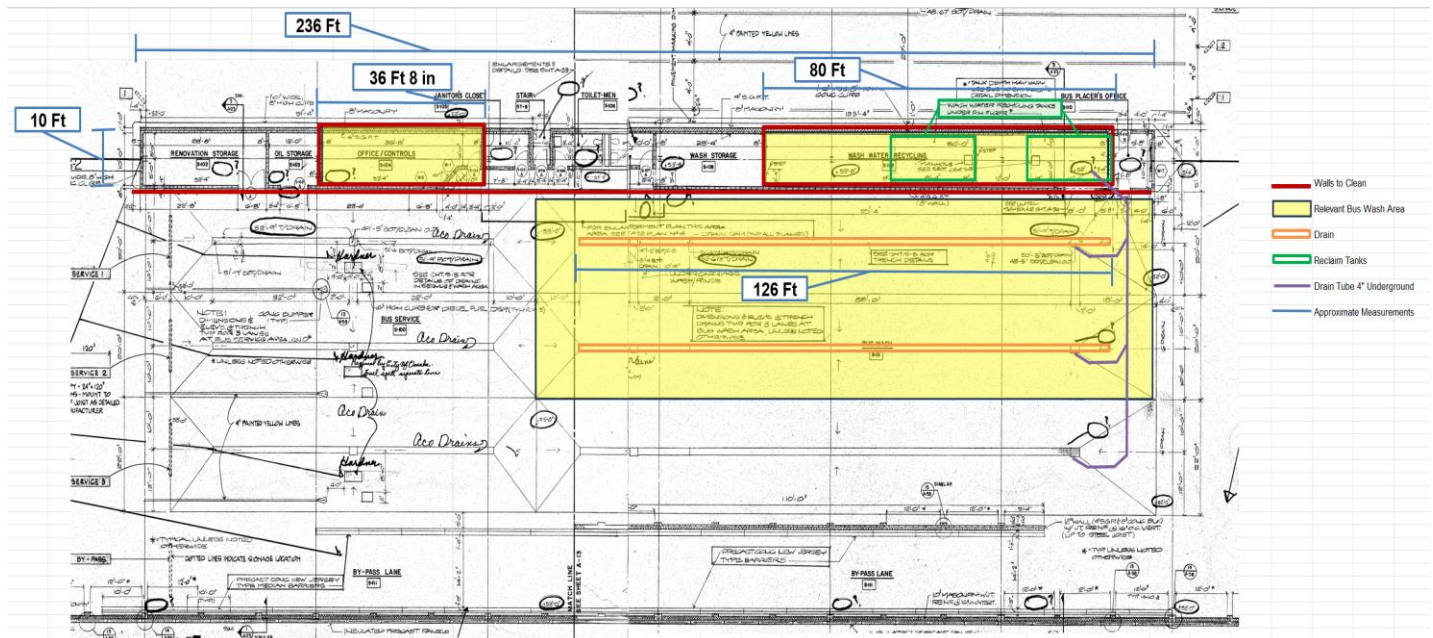
Metro's Headquarters contain offices, a bus depot, and 3-bay bus wash. The bus wash system is located on the lower level, near the southeast corner of the building. It contains three bays, each equipped with a series of trench drains running along the center of each bay, which feed into a settling tank located in the adjacent pump room below grade.

The existing system is made up of three wash bay lanes with brush type cleaning systems. The third lane is empty as the wash has already been removed. The lanes run parallel to each other for exact measurements see (*Bus Wash System Location drawing p.8*). The system is over 20 years old and is a Ross & White system. Each lane has a drain system that is attached to two tanks. The first tank is primarily for settling and separates out floating materials.

The second tank is a wash water storage attached to the first and is where the pump system for the wash is

located to push reclaimed water through the bus wash. There are currently three pumps and reclaim mechanisms as there used to be three lanes of bus washes, but one was removed. All three pumps and systems will need to be removed to make room for the new system. The soap tanks and administration system for chemicals is in the pump area and would need to be removed and replaced.

Bus wash system drawing



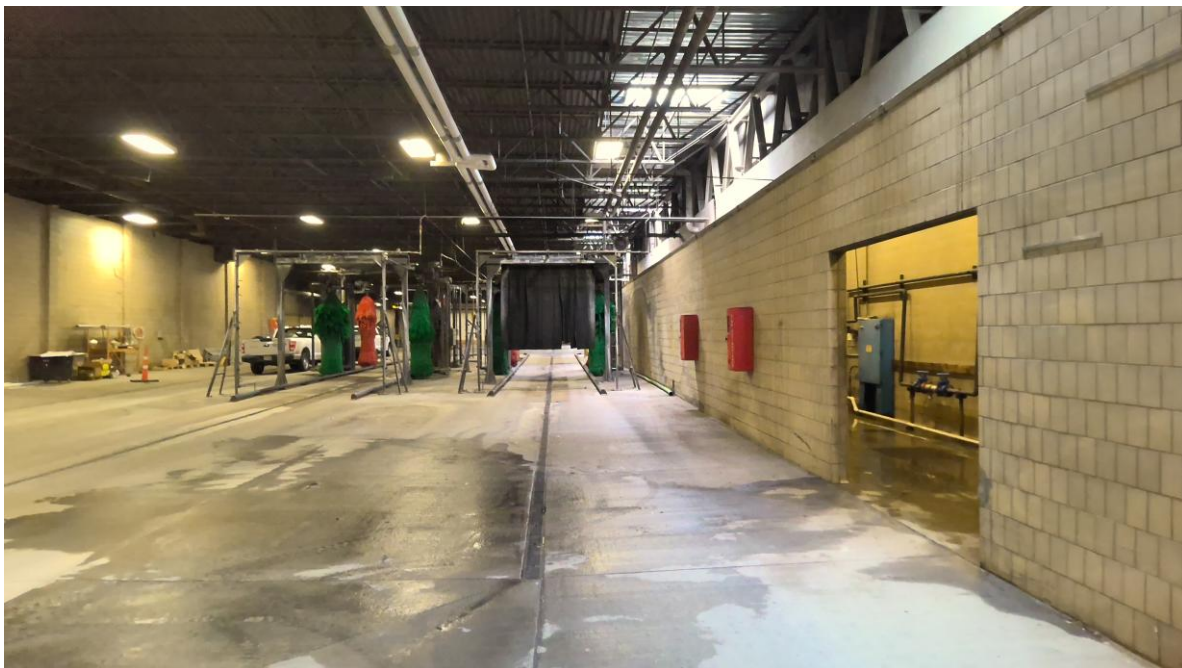
Bus wash entrance facing east



Bus wash entrance angle 2



Rear of bus wash facing west



Rear of bus wash angle 2



Trench drains and underbody wash/ rinse



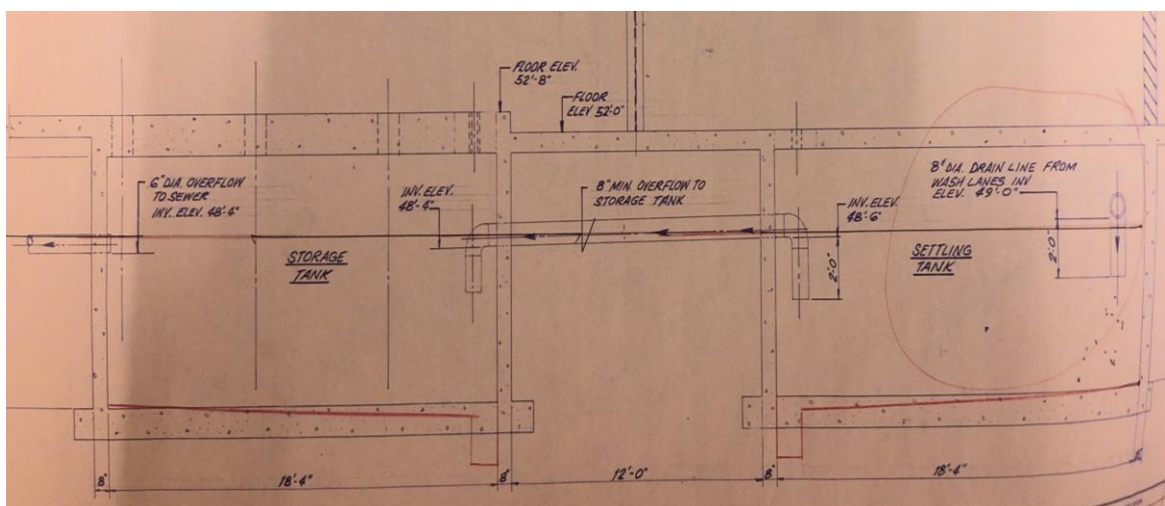


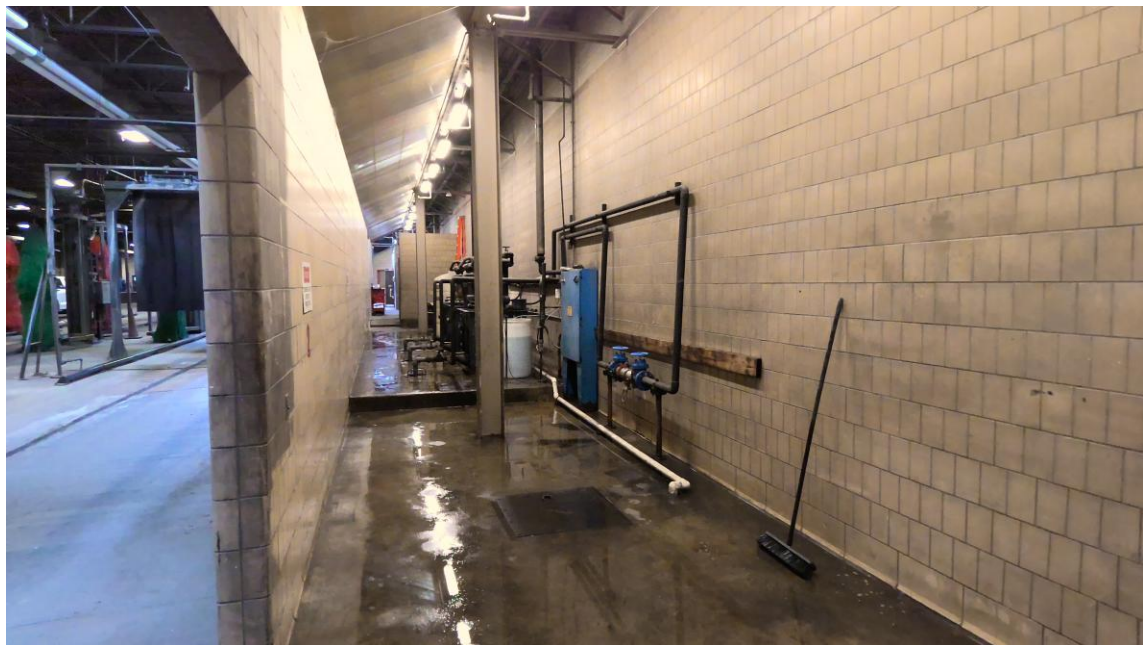
Trench Drain Sediment Bucket After Running Spray Nozzles



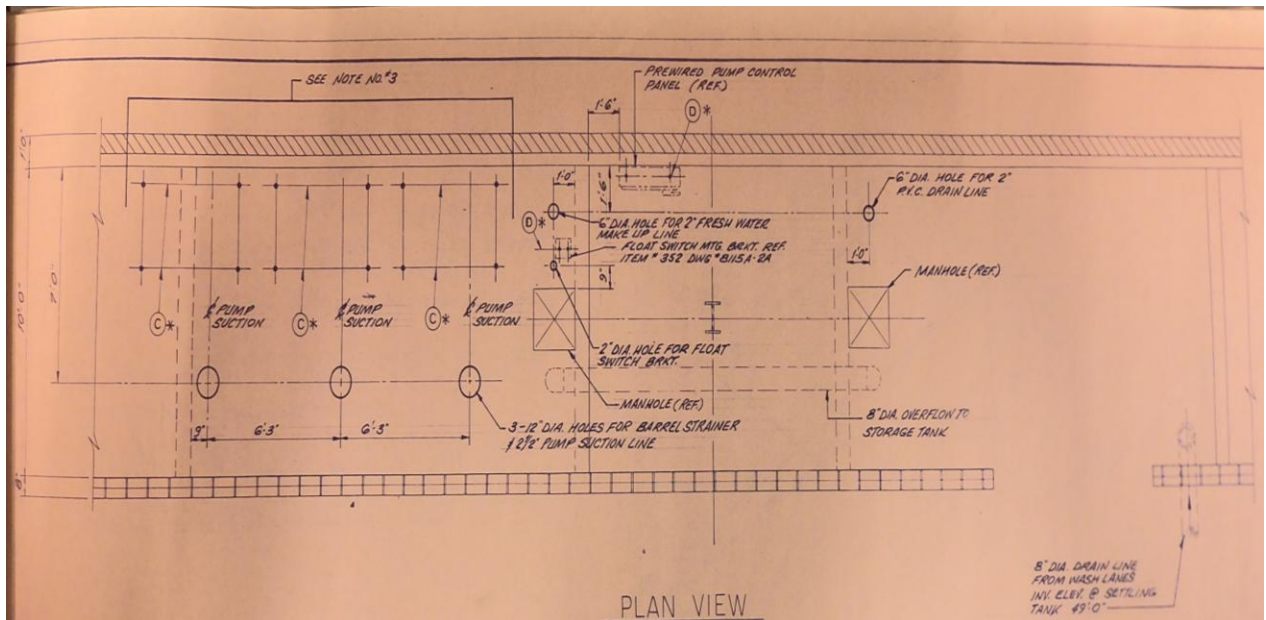
Trench Drain Grate Partially Covered with Debris

Reclaim water system drawings and photos

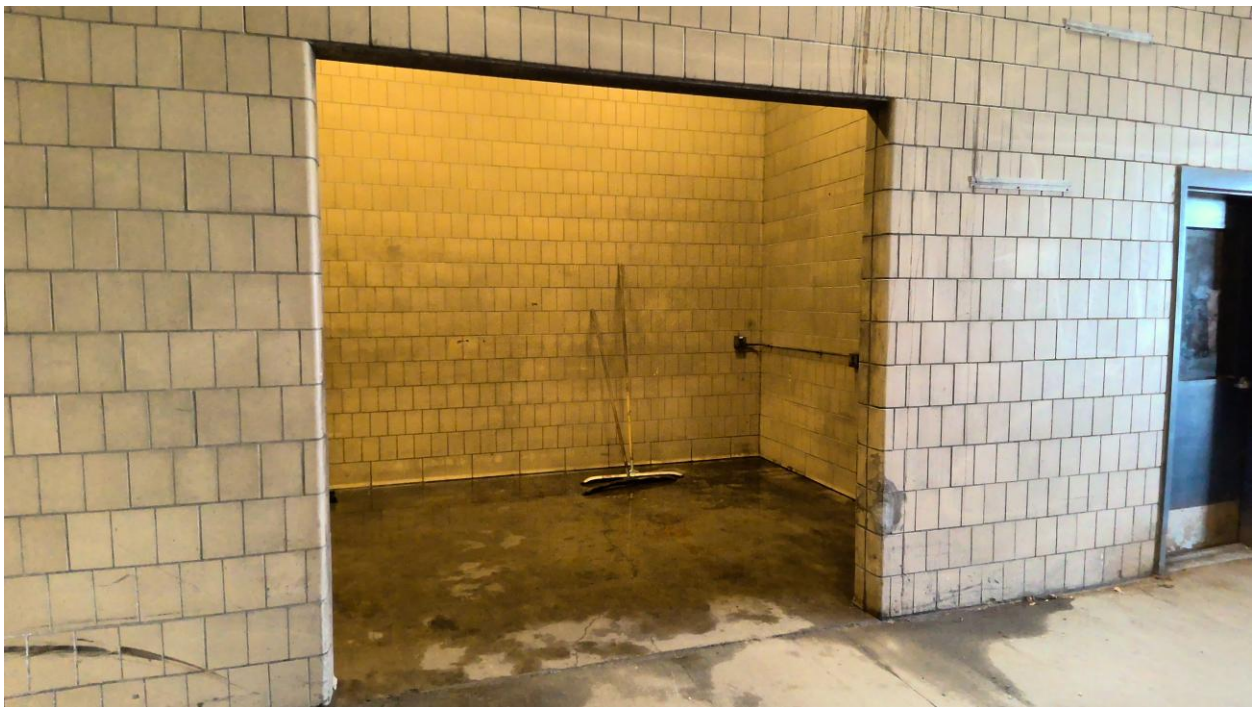








Preferred location for detergent station to allow for ease of access



Additional space if current footprint is not adequate.

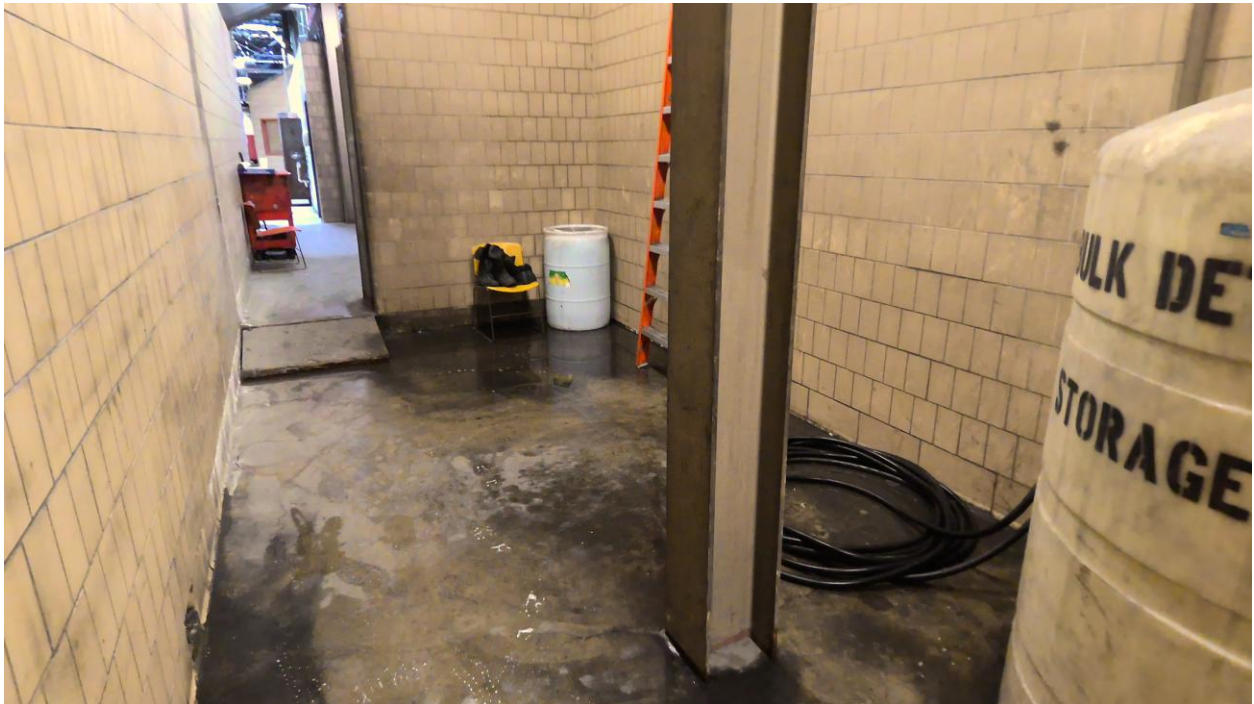
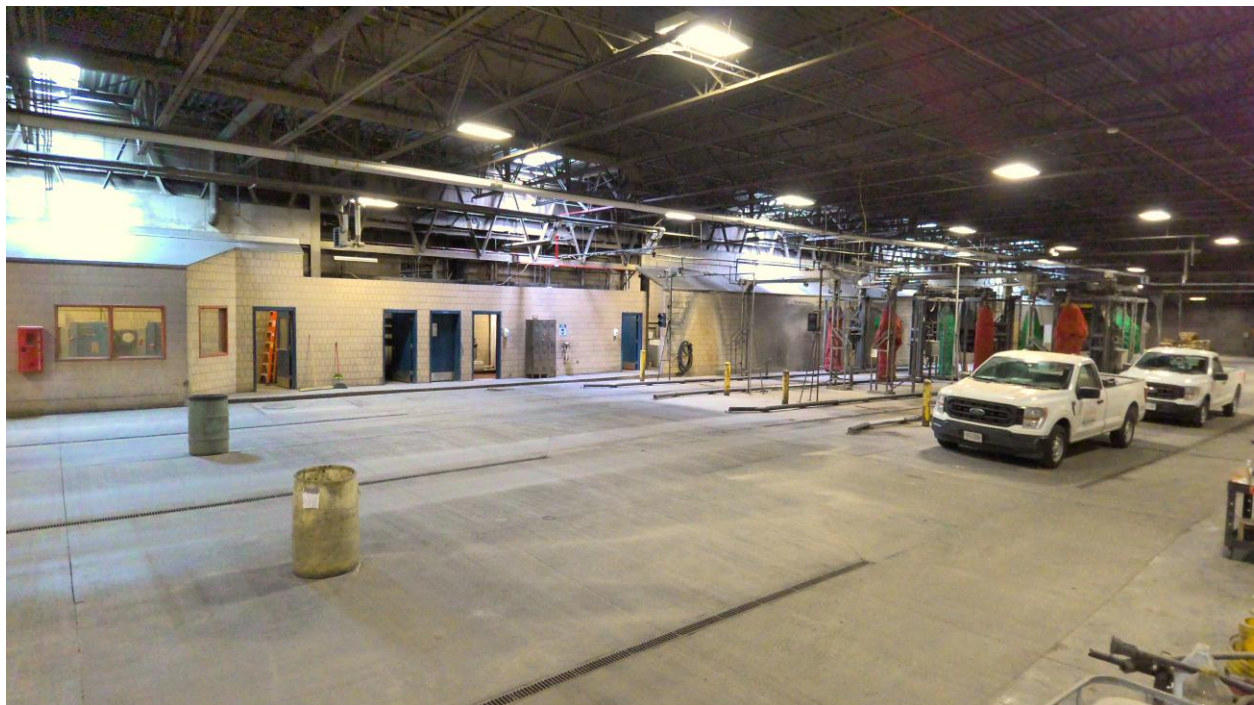


Photo shows distance from control room to wash and pump room



Control room



1.3 Project Specifications

Metro is seeking full replacement and installation of a Bus Wash System. The project proposed by the vendor must specify all the required components and professional services offered for the proposal. Specifically, the solution must include the following components:

1.3.1 Bus Wash System Requirements.

- a) The selected vendor must design, furnish, and install a fully automated Bus Wash System with the following capabilities and components.
- b) Automatic Vehicle Washing Equipment
 - A minimum of (4) four brush-type system with associated high-pressure sprayers.
 - Must include undercarriage, wheel, and tire wash components.
- c) Necessary System Components
 - Controls, electronic components, and wiring.
 - Plumbing, pumps, and sprayers.
 - Water treatment and cleaning system, including ozone machines and bubblers. If required.
 - Brushes and any other extra components required to ensure effective cleaning.
 - All supporting infrastructure needed for installation and operation.
 - Vehicle Compatibility
 - The proposed system must be capable of washing the following vehicle types:
- d) Buses
 - Metro's fleet consists of 11' tall buses with lengths of 30', 35', 40', and 60'.
 - New Flyer Buses: 108" wide.
 - AD Buses: 96" wide.
- e) Vans
 - Paratransit Vans: 27' long.
- f) Other Vehicles
 - Pick-up trucks, SUVs, cars, and other utility vehicles used by Metro.
- g) Remove and properly dispose of the existing bus wash system, including:
 - All pumps, reclaim mechanisms, and chemical administration systems.
 - Existing soap tanks, control panels, and any outdated infrastructure.

1.3.2 Vehicle Wash System Performance Requirements.

The new vehicle wash system must be designed to handle Metro's current and future needs, supporting a daily throughput of approximately 115 vehicles, with scalability to accommodate up to 200 vehicles per day as fleet operations expand. All components must be constructed from high-quality, durable materials suited for high-frequency use and extended service life.

A) Vehicle Compatibility

The system must clean the full range of Metro's fleet in a single pass, including:

- Passenger vehicles
- SUVs and vans
- Paratransit vans
- Buses up to 13 feet high and 60 feet long
- The wash must address the front (with or without bike racks), sides, and rear, and be capable of cleaning around unfolded mirrors without causing damage.

B) System Functionality

- Fully automatic operation with a maximum wash cycle of less than 5 minutes per vehicle.
- Primarily a brush-type system, capable of removing dirt and buildup without manual scrubbing.
- Complete coverage through brushes and/or overlapping spray nozzles, ensuring no surface is missed.
- Brush material must be soft and non-abrasive, safe for wraps, windows, plexiglass, mirrors, and painted surfaces.

C) Driver Assistance & Guidance

- Include a driver speed indication system (some form of visual cue) with optional audio cues.
- Full-length guidance rail system to maintain vehicle alignment and prevent damage; rails must be designed to prevent tires from climbing the rail—even when dry.

D) Wash System Components

- The system must include the following:
- Pre-treating arch
- Primary chemical application arch
- Two under-chassis cleaning systems per lane (chemical and rinse; high pressure as needed)
- Wheel and tire cleaning system on both sides (high pressure if necessary)
- Final rinse arch
- Complete control systems, metering devices, drive motors, pump stations, and brush assemblies
- All components must be washdown-rated for operation in wet environments.

E) Operational Enhancements

- Wash programs for specific vehicle types, or automatic adjustment based on vehicle size
- Isolation valves before each component or solenoid valve, allowing for partial system operation during maintenance
- All new plumbing and conduit, excluding conduit from the electrical panel to the control panel; copper to begin at the shut-off gate valve, which must also be replaced
- Design considerations for ease of lubrication, especially lower bearings
- Reinforced air cylinder mounting for improved arm movement and stability.

F) Additional Features

- Curtains to separate lanes
- Simple manual controls: e.g., MAN / OFF / AUTO or SIDES & FRONT / OFF / SIDES
- Control panel functionality to test each device with a push button or toggle switch
-

G) Removal of the existing system

The removal and disposal of the existing bus wash system shall be carried out in accordance with the City of Omaha's established recycling policies. The selected proposer will be responsible for the following:

- Recycling: Components must be scrapped or recycled wherever practical.
- Prohibited Disposal: No large recyclable sections may be disposed of in local refuse dumpsters.
- Non-Recyclable Materials: Large non-recyclable components must be hauled off-site at the system provider's expense.
- Dumpsters: The proposer is responsible for providing any necessary dumpsters required for the removal and disposal process.

1.3.3 Water Reclamation System.

Our facility utilizes a trench drain system to collect used wash water, which flows through sediment buckets into the main drain line leading to a settling tank. From there, water spills into a storage tank, where it is available for reuse. Any excess water is discharged into the sanitary sewer.

Currently, the stored water has a foul odor, indicating a need for treatment before reused. We are seeking proposals for a system capable of cleaning and deodorizing the reclaimed water to ensure it is safe and suitable for recycling.

The selected bidder must propose a comprehensive solution that:

- Effectively removes contaminants and eliminates odors from the stored water.
- Ensures the reclaimed water meets safety and quality standards for its intended use.
- Integration with our existing drain and tank configuration, or, if modifications are necessary, outlines all required changes and associated costs.

Proposal Requirements:

- Description of the proposed treatment system and its effectiveness.
- Explanation of how the system will integrate with or modify the existing infrastructure.
- Estimated cost breakdown, including installation and ongoing maintenance.
- Timeline for implementation.

Metro seeks a comprehensive water reclamation system to improve sustainability and reduce freshwater consumption while ensuring safe, odor-free reclaimed water for the bus wash.

1.3.4 Existing System Overview

- Tank & Drainage Setup:
 - Used wash water flows into trench drains, through sediment buckets, and into Settling Tank #1.
 - Settling Tank #1 fills and overflows into Wash Water Storage Tank #2.
 - Once Storage Tank #2 reaches capacity, excess water drains to the sanitary sewer.
 - Reclaimed water is available but is not currently used due to odor and inadequate filtration.

- Tank Specifications:
 - Settling Tank #1: 124" x 220" x 96" deep, with one manhole and built-in ladder.
 - Wash Water Storage Tank #2: 124" x 220" x 105" deep, with one manhole and built-in ladder. Both tanks are concrete and under ground
- Current Issues:
 - The reclaim system does not adequately clean the water, leading to odor and contaminant buildup.
 - Due to poor water quality, the bus wash operates using fresh water, increasing costs and resource consumption.

Metro requires a high-performance water reclamation system to support the new bus wash system, ensuring efficient water reuse, odor elimination, and system reliability.

1.3.5 System Design & Requirements

The proposed system must include the following primary components:

- **Drainage Improvements:**
 - No water backing up in trench drains.
 - Drains must be wide enough for efficient water flow.
 - Proper drain slope to handle the volume and velocity of used wash water.
- **Water Reclaim System Components:**
 - Reclaim Pumps & Controls ensuring optimal water flow and reliability.
 - Odor Control System to eliminate stale water smells.
 - Water Cleaning System is fully compatible with the new bus wash system.
 - Filtration & Treatment System to remove sediment, and other contaminants.
- **Reclamation System Configuration:**
 - The bidder may propose utilization of the existing in-ground reclaim system components or,
 - A complete above-ground reclamation system as an alternative. If an above-ground system is proposed, it must integrate with the bus wash operation without disrupting facility space and workflow.
 - A combination of the existing in-ground reclaim system with above-ground elements.
 - If the existing reclaim tanks are used, the system must include necessary upgrades to ensure effective water treatment and odor control.

1.3.6. Detergent System.

Should be controlled from the main wash control panel. Soap should be drawn from 55 gallon barrels or proposer supplied tank. Should have the capability to adjust the flow rate of the detergent at the pump from pumo location. Proposer should propose a similar or equal type of detergent based on the propose bus wash system capabilities and enviromental use.

1.4 Performance:

- The Proposer shall be fully responsible for the design, manufacture, and delivery of a bus wash system capable of effectively and reliably cleaning Metro's entire vehicle fleet.
- The system must be able to remove all visible heavy dirt and road film from all vehicle surfaces, including the front, rear, sides, and underside.
- The Proposer assumes full responsibility for the performance of the bus wash system and the reclaim water system, as specified.
- If the installed equipment fails to meet the specified performance criteria, the Proposer shall make all necessary modifications, additions, or alterations at no additional cost to Metro until the system performs to satisfaction.
- The new bus wash system must fit within the existing wash bay footprint and adjacent component rooms located next to the left drive bay.

1.5 Installation Requirements and Proposer Responsibilities:

The Proposer of the Bus Wash System shall be responsible for providing all equipment, materials, and services necessary for the complete assembly and installation of the bus wash system to ensure it is fully operational and compliant with all applicable specifications.

1.5.1 Installation Standards

- The bus wash system must be installed by the Proposer's trained installation technicians and interconnected to building services (plumbing and electrical) by the Proposer's qualified subcontractors.
- All installation work shall adhere strictly to the project plans, approved shop drawings, and the manufacturer's installation instructions.

1.5.2 Installation Specifications

- Positioning: All equipment shall be installed level (or with appropriate slope per instructions), plumb, and square to adjacent work. Equipment must comply with all special positioning requirements.
- Fitting: Any required field modifications (cutting/trimming) must be performed neatly and professionally without damaging the equipment or surrounding infrastructure.
- Anchorage: Equipment shall be securely anchored using fasteners specified in the installation documentation. Wedge anchors are prohibited unless epoxied. Care must be taken to prevent surface damage during installation.
- Finish Quality: Upon completion, all visible surfaces must be free of tool marks, scratches, blemishes, or stains.

1.6 Additional Work Required by Proposer

As part of the system installation, the successful Proposer shall also complete the following tasks using either in-house or subcontracted labor for which the Proposer is fully responsible for managing. All work shall conform to City of Omaha standard municipal codes and specifications:

- Removal of the existing water recycling system as previously outlined.
- Routing of electrical power to the wash bay for connection to the new Bus Wash System.
- Re-covering of the existing protection shield (driver's side wall) if required, to prevent equipment damage due to overspray.
- Routing of compressed air lines (if required by the wash equipment) from the existing shop air compressor to the wash bay.
- Start-up and commissioning of the bus wash system shall be performed by the Bus Wash System Proposer or their authorized representative, and shall include all necessary testing, calibration, and verification to ensure the system operates in full accordance with the manufacturer's specifications and Metro's operational requirements.
- Training of facility employees shall be conducted by the Bus Wash System manufacturer and shall cover the operation, maintenance, and troubleshooting of the system. Comprehensive training materials including virtual resources, tutorial videos, manuals, and quick-reference guides—must be always provided and remain accessible for current and future staff.
- All software updates and upgrades shall be provided by the Bus Wash System Proposer throughout the life of the system, ensuring continued functionality, security, and compatibility with Metro's operational needs.

1.7 Warranty, Service and Spare Parts:

- a. Warranty work specified herein, for a period of at least three (3) years beginning upon substantial completion of the project, against defects in materials, workmanship, and performance.
- b. Warranty shall include materials and labor necessary to correct defects, which shall include, but not be limited to the following:
 - Operation: Noisy, rough or substandard operation.
 - Parts: Loose, damaged, and missing parts.
 - Finish: Abnormal deterioration.
 - Warranty shall include materials and labor necessary to correct defects.
 - Any units or parts which prove defective during the warranty period will be replaced with OEM parts and prepaid transportation.

1.8 Operations and Maintenance Manual:

Provide a complete parts list, operating instructions, and maintenance manual covering equipment at the time of installation including, but not limited to:

- a) Description of system and components.
- b) Schematic diagrams of electrical, plumbing and compressed air systems.
- c) Provide approved submittal as part of O&M clearly identifying manufacturer and provided model number.
- d) Manufacturer's printed operating instructions. Include troubleshooting codes or any necessary information or a service phone line.

- e) printed listing of periodic preventive maintenance items and recommended frequency required to validate warranties. Failure to provide maintenance information will indicate that preventive maintenance is not a condition for validation of warranties.
- f) List of original manufacturer's parts, including suppliers' part numbers and cuts, recommended spare parts stockage quantity and local parts and service source. Include vendor contact information for service and warranty.
- g) Include all start-up and testing reports.
- h) Assemble and provide copies of manual in both PDF (digital). Foldout diagrams and illustrations of the sequence of operation are requested.
- i) Include list of suggested detergents.
- j) Include any virtual links to either manual operations or training procedures.
- k) Include sequence of operations.

SECTION 2 – PROPOSAL STANDING 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/Vendor" 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 BUS WASH SYSTEM; "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" Request for Clarification or Substitution
 Exhibit "C" Acknowledgement of Addendum
 Exhibit "D" to the General Conditions, Debarment and Suspension Certification for Prospective Contractor.
 Exhibit "E" to the General Conditions, De and Suspension Certification (Lower Tier-Covered Transaction)
 Exhibit "F" Non-Collusion Affidavit
 Exhibit "G" Lobbying Certificate
 Exhibit "H" Conflict of Interest Disclosure Statement
 Exhibit "I" Buy America Certificate
 Exhibit "J" Davis Bacon Wage Acknowledgement
 Exhibit "K" Required DBE Participation
 Exhibit "L" Required DBE Confirmation Form
 Exhibit "M" Subcontractor Utilization Form
 Bidders List Data Form

Exhibit "B" Request for Clarification or Substitution must be submitted on or before May 19, 2025 at 2:00 p.m. 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 9, 2025, at 2:00 p.m. CST, 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" Request for Clarification or Substitution
 _____ Exhibit "C" Acknowledgement of Addendum
 _____ Exhibit "D" to the General Conditions, Debarment and Suspension Certification for Prospective Contractor.
 _____ Exhibit "F" Non-Collusion Affidavit
 _____ Exhibit "G" Lobbying Certificate
 _____ Exhibit "H" Conflict of Interest Disclosure Statement
 _____ Exhibit "I" Buy America Certificate
 _____ Exhibit "J" Davis Bacon Wage Acknowledgment
 _____ Bidders List Data Form

This Contract is subject to the requirements of 49 CFR Part 26. METRO's overall goal for DBE participation is available on its website. METRO has not set a separate DBE contract goal for this FTA federally assisted contract. Metro will encourage the selected proposer to provide subcontracting opportunities. If subcontracting is selected, the following exhibits must be submitted as part of the Proposal packet.

- _____ Exhibit " E" to the General Conditions, De and Suspension Certification (Lower Tier-Covered Transaction)
- _____ Exhibit "K" Required DBE Participation
- _____ Exhibit "L" Required DBE Confirmation Form
- _____ Exhibit "M" Subcontractor Utilization Form

2. Double check:

- A. Dates
- B. Signatures

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

The proposal shall be submitted by 2:00 pm on June 9, 2025. Metro requires Proposals 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)
BUS WASH SYSTEM
Spec. 05-25

Envelopes, containing bids must be sealed and addressed to:

Procurement and Contracts Manager
The Regional Metropolitan Transit Authority of Omaha d/b/a Metro
03-25 BUS WASH SYSTEM
2222 Cuming Street
Omaha, Nebraska 68102-4392

Due Date, regardless of submission type, is: 2:00 pm, Central Standard Time, June 9, 2025.

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 9, 2025**, or as extended by Addendum. The proposal package consists of one (1) sealed package containing seven (3) physical copies and one (1) electronic copy of the complete proposal on a USB drive. See *SECTION 3.1 – PROPOSAL SUBMISSION, INSTRUCTIONS, EVALUATION AND AWARD*.

Procurement and Contracts Manager
The Regional Metropolitan Transit Authority of Omaha d/b/a Metro
05-25: BUS WASH SYSTEM
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 a Proposer/Bidder/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 it will fail 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
03-25 BUS WASH SYSTEM
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 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 therefore, 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 therefore, 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.

- 1.2.3 Applicant Identity. Applicant shall identify itself, and all Persons who will act, directly or indirectly, as a Subcontractor in connection with the Work, the Proposal or the Contract. No Subcontractor shall be permitted to perform under the Contract without approval from the Authority, unless so identified.
- 1.2.4 Continued Identity. The 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.
- 1.2.5 Designated Recipient of Notice. Applicant shall designate a Person to receive copies of any correspondence, approvals or notice contemplated by the Contract from the Authority. Identification shall include a telephone number, address, telephone number, telephone number, telefax number, hours of business and any other information appropriate to enable the Authority to provide any notice.
- 1.2.6 Designated Authorized Representative. Applicant shall identify the individual(s) who shall have authority to bind the Applicant/Contractor in any matter related to the Proposal, Contract or Work.

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, (1) 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, (2) Deliver to Metro's Contracting Officer all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or in process. Metro has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries and other information and materials. 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 the 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 the 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 material 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 are 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 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 affected 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 Standards of Performance

- 1) Guarantee to perform the Services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.
- 2) Upon Metro's Notice of Failure to comply with such standards or to otherwise be in default of the contract in any manner following the Notice to Proceed, the Contractor(s) shall immediately remedy said defective performance in a manner acceptable to Metro. Should

the Contractor(s) fail to immediately correct said defective performance, said failure shall be considered a breach of the contract and grounds for termination of the same by Metro.

- 3) In the event of any breach of this contract by the Contractor(s), the Contractor(s) shall pay any cost to Metro caused by said breach including but not limited to the replacement cost of such Services with another vendor. Metro reserves the right to withhold payment:
 1. Until any defects in performance have been satisfactorily corrected.
 2. In the event the successful respondent(s) is in breach of this contract in any manner,
 3. Concerns - Metro shall cooperate with the Successful respondent to fully explore any concerns regarding performance. In its evaluation of corrective actions, Metro may request the Successful respondent to provide a written explanation of corrective actions corresponding to the implementation dates as determined by Metro. Persistent failure to meet performance expectations as provided in the Contract may lead to the termination of this contract for cause.

2.9 Insurance

It is strongly recommended that Vendor/Contractor 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.

Vendor/Contractor shall procure and maintain for the period set forth below insurance against claims for injuries to persons or damage to property or for professional errors and omissions which may arise from or in connection with the performance of the work here under by the Vendor/Contractor, Vendor/Contractor's agents, representatives, employees or sub-contractors. Metro reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

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

- **Limits**

- \$1,000,000 General Aggregate Limit

- \$500,000 Products/Completed Work Limit

- \$500,000 Each Occurrence Limit

- \$300,000 Fire Damage Limit (any one fire) \$5,000 Medical Payments Limit (any one person).

B. Garage Keepers Liability (Optional)

- \$1,000,000 General Aggregate Limit

- \$500,000 Each Occurrence Limit

C. Business Automobile Liability Insurance

- Combined Single Limit \$1,000,000 Each Occurrence

D. Excess Liability, Umbrella Insurance Form

- **Limits**

(BI and PD combined) –
 \$500,000 Each Occurrence Limit –
 \$500,000 General Aggregate Limit - \$500,000

E. Workers Compensation and Employer's Liability

- **Limits**

\$100,000 each accident for bodily injury by accident;
 \$100,000 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., Event Excess Coverage. Consult your insurance agent for details.

Certificates of Insurance shall evidence the Regional Metropolitan Transit Authority of Omaha as an additional insured and shall be due to the Regional Metropolitan Transit Authority of Omaha within ten (10) business days after receipt of the Notice of Intent to Award. Failure to maintain or provide evidence of adequate insurance coverage shall result in Termination for Default by the Regional Metropolitan Transit Authority of Omaha.

3.0 Bonding Requirements (Facility Improvements)

- A. A bid bond in the amount of five percent (5%) of the full expected cost of services to be performed, reflected in U.S. dollars, must be enclosed in the bid/RFP envelope.
- B. The bond must be written by a licensed surety firm. Failure to submit a bond with the bid/RFP will result in the Proposal being considered non-responsive.
- C. As a condition to the Contract, the successful Proposer will be required to furnish a performance bond, maintenance bond, and a separate labor and material payment bond, each in the amount of 100% of the Contract Amount (reflected in United States Dollars), each made payable to the Regional Metropolitan Transit Authority of Omaha. The Contract will require that each bond shall be delivered to Metro contemporaneously with Contractor's execution of the Contract and cannot be dated prior to the date of the award of the Contract. The performance bond shall be security for Contractor's full and faithful performance of the Contract. The labor and material payment bond shall be security for Contractor's payment of all persons, firms or corporations to whom Contractor may be liable for labor, materials, tools, equipment and other services in respect of the performance of the Work and as may otherwise be required by Neb. Rev. Stat Section 52-118. A maintenance bond will also be required for the estimated time to perform the work period from the date of Substantial Completion. The form of each bond must be provided within the Request for Proposal (RFP).
- D. Bonds shall be issued by a surety authorized to do business in the State of Nebraska that is listed in the current issue of the most recent revision of the United States Treasury Circular 570. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), <https://fiscal.treasury.gov/surety-bonds/listcertified-companies.html>, <https://fiscal.treasury.gov/surety->

bonds/circular570.html. The bonds, for the life of the Contract, shall be maintained to reflect additional values incorporated by approved Change Orders. A current power of attorney for the person signing the bond as a representative of the surety must be attached to the bonds. If specifically requested by Metro, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

SECTION 3 – PROPOSAL SUBMISSION, INSTRUCTIONS, EVALUATION, AWARD AND CONTRACT NEGOTIATIONS

3.1 Proposal Copies – Completed Proposals are due to Metro by May 5, 2025, by 2:00 p.m. CST.

- A. The proposal package consists of one (1) sealed package containing two (2) physical copies and one (1) electronic copy of the complete proposal on a USB drive.
- B. The sealed package should contain an original proposal (marked as such) and two (2) full, complete, and exact copies of the Proposal. The package should be clearly labeled "Bus Wash System 03-25".
- C. Proposers are asked to submit a complete one (1) set of their Proposal Documents in an electronic format (flash drive.)
- D. The proposal shall have a maximum of **thirty (30) pages**, each page includes the front and back. Pages in the Proposal document shall be numbered, and the proposal should not include any reference to the team's fee structure.
- E. 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 firm capacity to handle the various projects, and relevant experience as it pertains to transit and federally funded project. 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. Firm's Approach to Transit Projects and/or similar public facilities. Including the capacity of the design team to manage multiple projects at one time.
- 6. Briefly describe the firm's experience working with federally funded governmental agencies and their governing boards.

7. Provide client references for all referenced projects including reference name, phone number and email address.

3.3 Proposal Evaluation Criteria

Proposals will be evaluated by the Evaluation Committee appointed by Metro. Each submission will be assessed on its own merit based on the criteria listed below. The evaluation will be conducted using a weighted scoring system, with the following matrix reflecting the general weight of each parameter:

Performance Criteria
Cleaning Effectiveness <ul style="list-style-type: none"> Consistent removal of dirt, grime, salt, and road debris Ability to clean all bus sizes and shapes, including articulated buses. Coverage of hard-to-reach areas (e.g., wheel wells, undercarriage) Adjustable wash settings for various levels of cleaning intensity
Speed & Throughput <ul style="list-style-type: none"> Wash cycle time per bus. Maximum number of buses washed per hour/day. Efficient queueing and minimal downtime between washes
Water & Chemical Efficiency <ul style="list-style-type: none"> Optimal water pressure and flow rate for effective cleaning Water recycling and reclamation capabilities Controlled chemical dispensing to minimize waste and cost.
Automation & Operational Efficiency <ul style="list-style-type: none"> Fully automated or semi-automated operation options Smart sensors for vehicle detection and optimized washing Integration with fleet management systems for tracking wash history
Safety & Compliance <ul style="list-style-type: none"> Compliance with environmental regulations for water and chemical use Safety features to prevent bus damage (collision sensors, emergency stop) OSHA compliance for worker safety and ease of maintenance
Energy & Sustainability Performance <ul style="list-style-type: none"> Energy-efficient motors and components Low power consumption during idle times Compatibility with renewable energy sources (e.g., solar-powered features).
Ongoing technical support and service level agreements (SLAs) <ol style="list-style-type: none"> Availability of updates, patches, and upgrades Training and onboarding support
Solution Requirements Criteria
System Performance & Effectiveness

<ul style="list-style-type: none">• Ability to thoroughly clean buses of assorted sizes and shapes• Efficiency in removing dirt, grime, and road salt.• Consistency of cleaning performance across multiple washes
Equipment & Technology <ul style="list-style-type: none">• Type of wash system (e.g., touchless, brush, hybrid)• Use of advanced sensors for automated wash cycles• Integration with fleet management or tracking systems.
Water Usage & Recycling <ol style="list-style-type: none">3. Water conservation features (e.g., low-flow nozzles)4. Water reclamation and filtration capabilities5. Compliance with local water regulations and sustainability goals
Chemical Usage & Environmental Impact <ul style="list-style-type: none">• Biodegradable and eco-friendly cleaning agents• Compliance with environmental and safety standards• Minimal runoff and waste disposal impact
Maintenance & Durability <ul style="list-style-type: none">• Expected lifespan of the system and components• Ease of maintenance and availability of spare parts• Warranty and service agreements for repairs and support
Safety & Compliance <ul style="list-style-type: none">• Safe operation for staff and drivers• Compliance with OSHA and other workplace safety regulations• Emergency stop and shutdown features.
Customization & Scalability <ul style="list-style-type: none">• Ability to accommodate different bus sizes and types.• Expandability for future fleet growth• Customizable wash settings for various levels of cleaning
Solution Technology Criteria
Automation & Smart Controls <ul style="list-style-type: none">• Automated wash cycles with programmable settings• Sensor-based activation for precise cleaning
System Integration & Connectivity <ul style="list-style-type: none">• Compatibility with fleet management systems• Remote monitoring and diagnostics• Real-time reporting on system performance and wash cycles
Touchless & Contact-Based Cleaning Innovations <ul style="list-style-type: none">• Advanced high-pressure touchless systems• Soft-brush technology with adaptive pressure control• Hybrid systems combining brushes and touchless jets for flexibility.

Energy Efficiency & Sustainability <ul style="list-style-type: none"> • Energy-efficient motors and variable-speed pumps • Solar or alternative energy compatibility (if applicable) • Smart power management to reduce operational costs.
Safety & Compliance Features <ul style="list-style-type: none"> • Technology -driven collision avoidance to prevent vehicle damage. • Emergency stop and auto-shutdown mechanisms. • Compliance with environmental and industry safety regulations
User Interface & Control Panel <ul style="list-style-type: none"> • Intuitive touchscreen interface for operators • Multi-language support for diverse workforce usability • Remote access through mobile or web applications
Data Logging & Reporting <ul style="list-style-type: none"> • Detailed logs of wash cycles, water usage, and maintenance alerts • Predictive maintenance capabilities using machine learning. • Compliance tracking for water usage and chemical output

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 16, 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 the 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 anticipates awarding a firm fixed price (lump sum based upon aggregate of all unit prices) contract substantially in the form of a Purchase Order (PO). The successful Proposer will be required to execute the Contract within thirty (45) days after the award of the Contract by Metro. Failure to execute the Contract within the specified time frame may result in the cancellation of the award of the Contract to such Proposer and will result in the forfeiture of the Proposer/Bidder's Bid Security.

A. Notice of Intent to Award the Contract

It is the intent of Metro that, following a period of review of the Proposals and an evaluation of the Proposers, a firm fixed price (lump sum of aggregate of unit prices) contract will be awarded to the responsible and responsive Proposer whose Proposal complies with all the Proposal Documents and high score based on the evaluation criteria described in Section 3.3. The successful Proposer will be informed that its Proposal has been accepted and of Metro's intent to award the Contract to such Proposer by issuance of a Notice of Intent to Award the Contract, a copy of which shall be contemporaneously sent by Metro to all responsive Proposers to the address designated in their respective Proposal. The Notice-of-Award shall not be construed to be binding on Metro unless (i) a Contract first has been awarded by its Board of Directors at a public meeting, (ii) the Contract has been duly executed by each of the Contractor and Metro, and (iii) all conditions applicable to such award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied.

B. Certifications by Proposers

1. Debarment

- a. Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs." Proposer must include a completed certification Exhibit E Section 4 of this solicitation.
- b. Proposer agrees to refrain from awarding any Subcontractor of any amount (at any tier) to a debarred or suspended subcontractor. Proposer must include with its Proposal a completed certification in the form attached in Section 4 of this solicitation Documents from each Subcontractor (at any tier) seeking a contract exceeding \$25,000.
- c. The proposer agrees to provide Metro with a copy of each conditioned debarment or suspension certification provided by a prospective Subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

2. Lobbying

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

3. Employee Eligibility Verification

- a. The Proposer/Bidder is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted services.

- b. The Proposer/Bidder shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).
- c. The Proposer/Bidder is required to obtain the same affirmation from all subcontractors at all tiers.

4. Buy America

The Proposer/Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA, or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.

The Proposer/Bidder must submit to Metro the appropriate Buy America certification with its Proposal. Proposal that are not accompanied by a completed Buy America certification found in Section 5 of this solicitation will be rejected as nonresponsive.

3.7 Basis for Contract Award

3.7.1. Prior to the issue of the Notice-of Intent to Award the Contract, Metro will review the Proposals to ensure the Proposal is deemed responsive and meets the requirements of the RFP Documents. Without limitation to any other Governmental Requirement, to be determined “responsible”, Proposer must possess at the time of the award of the Contract the ability to perform successfully and a willingness to comply with the terms and conditions of the Contract, including (i) the financial resources adequate to perform the Contract, or the ability to obtain them; (ii) the ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; (iii) a satisfactory performance record; (iv) a satisfactory record of integrity and business ethics; (v) the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them; (vi) compliance with applicable licensing and tax laws and regulations; (vii) the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; (viii) compliance with Affirmative Action and Disadvantaged Business Program requirements (if applicable); and (ix) any other qualifications and eligibility criteria necessary to receive an award under any Governmental Requirement.

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

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 and Contract Negotiations.

Contract negotiations will be a subsequent process outside of the RFP process. Metro will attempt to negotiate and contract for project with the most-qualified firm. If an agreement cannot be reached there will be an attempt to negotiate a contract with the second most-qualified firm. This process will continue until an agreement is reached or Metro exhausts the approved list.

During Contract Negotiations, Metro will require detailed cost proposal information including, but not limited to, a breakdown of cost and rate elements as required for Metro to perform a detailed Cost or Price Analysis. The negotiated contract shall not be binding until approved by Metro's Board of Directors.

SECTION 4 – FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL MATERIALS AND SUPPLIES

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 as a 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

The Authority is an Equal Opportunity Employer. As such, the Authority agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Authority agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Under this Contract, Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

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, national origin, disability, sex, sexual orientation, gender identity, 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, sexual orientation, or gender identity. 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. 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 will encourage 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.

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 and ensure that the Contractor meets its DBE participation goal commitment as set forth in its Project bid documents. Such efforts shall include, without limitation, the following:

4.6.4.1 Substitution. If the DBE firm fails to complete 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.

- 4.6.4.2 **Termination.** The contractor shall not terminate for convenience any 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.

4.6.5 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.

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 for 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 ADA Access

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

4.18 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.

4.19 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.24 Contract Work Hours and Safety Standards Act.

Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702 and 3704, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, 40 U.S.C. § 3702 et seq., and DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction and provide that no laborer or mechanic must be required to work in surroundings. These requirements do not apply to the purchases of supplies or materials, articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Any records maintained under this section shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

4.25 Prevailing Wage & Anti-Kickback.

Contractors and subcontractors shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are incorporated into this Contract by this reference. In addition, the Weekly Statement of Compliance required by these regulations shall also contain a statement that the fringe benefits paid are equal to or greater than those set forth in the minimum wage decision. The FTA requires that all construction or repair contracts include provisions that the Contractor comply with the Copeland Anti-Kickback Act which prohibits Contractor from inducing any person employed on the project to give up any portion of their pay. Further, the provision requires Metro to report all suspected or reported violations to FTA.

4.26 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.

4.27 Notice of FTA and U.S. DOT Inspector General of Information related to fraud, waste, abuse, or other legal matters.

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify Metro, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for

Region 7. Contractor must include an equivalent provision in its subcontracts at every tier, for any contract that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the award, the accompanying underlying Agreement between the FTA and Metro, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify Metro, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 7, if Contractor has knowledge of potential fraud, waste, or abuse occurring on the Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. §3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Such notification occurs whether the Project is subject to this Contract or another contract with Metro involving a principal, officer, employee, agent, or third party of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

4.28 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.

4.29 Buy America

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA, or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. The Buy America Certification duly executed by a designated representative of Contractor is hereby incorporated by reference in this Contract.

4.30 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.

4.31 Bonding for Construction Activities Exceeding \$250,000

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. The minimum requirements for a performance bond and payment bond are set forth in the Contract.

4.31 Cargo Preference (If Shipper via ocean going vessel)

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

To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment

of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

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

SECTION 5 – EXHIBITS

Proposal Form

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

Exhibit “B” Request for Clarification or Substitution

Exhibit “C” Acknowledgement of Addendum

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

Exhibit “F” Non-Collusion Affidavit

Exhibit “G” Lobbying Certificate

Exhibit “H” Conflict of Interest Disclosure Statement

Exhibit “I” Buy America Certificate

Exhibit “J” Davis Bacon Wage Acknowledgement

Exhibit “N” David Bacon Wages

Bidders List Data Form

This Contract is subject to the requirements of 49 CFR Part 26. METRO’s overall goal for DBE participation is available on its website. METRO has not set a separate DBE contract goal for this FTA federally assisted contract. Metro will encourage the selected proposer to provide subcontracting opportunities. If subcontracting is selected, the following exhibits must be submitted as part of the Proposal packet.

Exhibit “E” to the General Conditions, De and Suspension Certification (Lower Tier-Covered Transaction)

Exhibit “K” Required DBE Participation

Exhibit “L” Required DBE Confirmation Form

Exhibit “M” Subcontractor Utilization Form

PROPOSAL FORM

To: The Regional Metropolitan Transit Authority of Omaha, (Metro)
 2222 Cuming Street
 Omaha, Nebraska 68102

The undersigned, having carefully examined the Scope of Work, Specifications, and all Addenda thereto and other RFP Documents for the replacement of the Bus Wash System, at 2222 Cuming Street, Omaha, NE 68102 and having carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, mechanics, superintendence, tools, material, equipment, and all utilities and transportation services necessary to perform and complete said work and work incidental thereto, in a workmanlike manner, as described in said Scope of Work, Specifications, and other RFP Documents including Addenda No(s). _____ issued _____ thereto, _____ for _____ - _____.

For purposes of completing this Proposal Form please see (*Bid Tabulation Table*) in which itemizes each part of the Total Base Bid as well as the Optional Bids.

PROJECT	PROPOSED COST
BUS WASH SYSTEM TOTAL BASE COST AND RECLAMATION SYSTEM SOLUTION	\$
BUS WASH SYSTEM COST PER DRIVE THROUGH LANE 1	\$
BUS WASH SYSTEM COST PER DRIVE THROUGH LANE 2	\$
BUS WASH SYSTEM COST PER DRIVE THROUGH LANE 3	\$
RECLAMATION SYSTEM SOLUTION	\$
HYBRID RECLAMATION SYSTEM (OPTIONAL)	\$
EXTENDED WARRANTY	\$

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

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

BASE BID -

The contractor must have completed the project within (4) four up to (6) six months from the written Notice to Proceed.

Retained percentage on all pay estimates will be 10% until all work is completed and accepted by Metro.

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

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

The undersigned hereby agrees, if awarded the Contract to furnish a Performance Bond in an amount equal to One Hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract (including warranty and guarantee provisions) and also a Labor and Material Payment Bond in an amount not less than One Hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with this Contract and a Maintenance Bond in an amount not less than One Hundred percent (100%) of the Contract Sum as security for warranty from defects in materials and workmanship on the project.

The undersigned also agrees to furnish the required Bonds and Insurance Certificates and to execute the Contract within thirty (30) days from and after the Notice of Award and further agrees to begin and complete all work under Contract within the time limits set forth in the RFP document.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish satisfactory Bonds and Insurance Certificates in accordance with the terms and requirements of the Contract Documents, is a bid security of the type specified in the RFP Documents made payable to The Regional Metropolitan Transit Authority of Omaha, Omaha, Nebraska, in an amount of 5% of the amount Base Bid.

The undersigned understands that the schedule of minimum wage rates, established by the Secretary of Labor and included in Section 5 of this Proposal, govern on this project. The undersigned certifies that they have examined this schedule of wage rates and that the prices bid are based on such established wage rates.

The undersigned certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services in any location under their control where segregated facilities are maintained. The undersigned certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The undersigned agrees that (except where they have obtained identical certifications from proposed small Subcontractors for specific time periods) they will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that they will retain such certifications in their files.

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

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

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

It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish Bonds or Insurance Certificates which are satisfactory to Metro within thirty (30) days after issuance of Notice to Award, the amount of this proposal guaranty shall be forfeited to the Regional Metropolitan Transit Authority of Omaha d/b/a Metro, Omaha, Nebraska as liquidated damages arising out of the failure of the undersigned either to execute the Contract or to furnish Bonds or Insurance Certificates as proposed. It is understood that in case the undersigned is not awarded the work, the bid guaranty will be returned as provided in the IFB Documents.

If awarded the Contract, our Surety will be _____
(name of Surety Company)
of _____.

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

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

Respectfully submitted,
Signature of Proposer: _____

a) If an Individual:	
	(Signature of Individual)
Doing business as:	
	(Name of firm)
b) If a Partnership:	
	(Name of Partnership)
	(Signature of Partner)

	(Signature of Partner)
c) If a Corporation:	
	(Name of Corporation)
ATTEST:	
	(Officer's Signature)
	(Title)

Business Address:

Phone No. _____

Fax No. _____

"CERTIFICATE"

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

 (Name of Corporation) By _____ (Officer) _____ (Title)

If Foreign Corporation: _____
 Nebraska Resident Agent

SYNOPSIS OF EXPERIENCE RECORD

(This synopsis must accompany Proposal Form)

Name of Bidder: _____

Business Address: _____

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

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

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

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

Signed: _____

(Name of Company)

By: _____

Title: _____

Date: _____

END OF PROPOSAL FORM

EXHIBIT A
RECEIPT OF FEDERAL CLAUSES

Project: Bus Wash System**Date** _____**Project No.****Specification No. 05-25**

I have reviewed the attached Federal Clauses for Procurement of Professional Services in conjunction with Metro's procurement of _____ **Spec #:05-25 Bus Wash System** 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
Request for Clarification or Substitution

Project: Bus Wash System**Date** _____**Project No.****Specification No. 05-25****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 19, 2025.

EXHIBIT C
ACKNOWLEDGMENT OF ADDENDUM

Project: Bus Wash System**Date** _____**Project No.****Specification No. 03-25**

In submitting this Proposal, 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 D**DEBARMENT AND SUSPENSION CERTIFICATION FOR PROSPECTIVE CONTRACTOR****Project: Bus Wash System****Date** _____**Project No.****Specification No. 03-25**

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

Choose one alternative:

- ☐ The Proposer/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 of 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 E**Debarment and Suspension Certification (Lower-Tier Covered Transaction)**

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

Project: Bus Wash System**Date** _____**Project No.****Specification No. 03-25**

- The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its “principals” as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

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

Name and title of the Proposer’s authorized official:

Authorized signature

Date

DUNS/TIN Number:

EXHIBIT F
NON-COLLUSION AFFIDAVIT

Project: Bus Wash System**Date** _____**Project No.****Specification No. 03-25**

This affidavit is to be filled out and executed by the Proposer/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.

– State of _____, County of _____

I, _____, being first duly sworn, do hereby state that

(Name of Affiant)

I am _____ of _____

(Capacity)

(Name of Firm, Partnership or Corporation)

whose business is and who resides at _____

and that _____

(Give names of all persons, firms, or corporations interested in the bid)

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.

Signature of Affiant

Date

Sworn to before me this _____ day of _____, 20__.

– Seal –

Notary Public

My Commission Expires

EXHIBIT G
LOBBYING CERTIFICATE

Project: Bus Wash System**Date** _____**Project No.****Specification No. 03-25**

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: Bus Wash System**Date** _____**Project No.****Specification No. 03-25**

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 Bus Wash System 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: _____

EXHIBIT I
BUY AMERICA ACKNOWLEDGEMENT

Project: Bus Wash System**Date** _____**Project No.****Specification No. 03-25**

The Bidder agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

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

Certificate of Compliance with Buy America Requirements

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.5

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Signature: Date: _____

Name: _____

Company: _____

Title: _____

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

EXHIBIT I
DAVIS BACON ACKNOWLEDGMENT

Project: Bus Wash System**Date** _____**Project No.****Specification No. 05-25**

I have reviewed the attached Davis-Bacon Preliminary Wage Determination in conjunction with Metro's procurement of **BUS WASH SYSTEM** for which _____ has provided pricing and hereby affirm that _____ shall conform to and abide by the aforementioned requirements and as set by the Davis-Bacon Act and any amendments thereto.

See Section 5 for schedule of Davis Bacon Wages by Profession.

Authorized Representative_____
Title_____
Company Name_____
Date

EXHIBIT K ENCOURAGED DBE PARTICIPATION

Project: Bus Wash System
Project No.

Date _____
Specification No. 05-25

All Bidders are required to complete and submit this form with their bid.

On prime contracts exceeding \$100,000 not having DBE contract goals, Metro will encourage 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 undersigned Proposer has satisfied the requirements of the RFP Documents in the following manner (please check the appropriate space):

Name of Letting Agency: Regional Metropolitan Transit Authority of Omaha		Name of Project: BUS WASH SYSTEM		
METRO Project #:		METRO Specification #: 05-25		
Name of Certified DBE	Description of Work or Line Item Number	\$ Amount to be Paid DBE	Amount to be Credited Toward Goal	
1				
2				
3				
4				
5				

NOTE: Overhead costs are not eligible for DBE credit. Show only the amount that will actually be paid to the DBE. Up to 60% of the amount paid to a DBE supplier, for materials, may be credited toward the goal. Metro may ask the bidder to complete DBE Regular Dealer/Distributor Affirmation Form. <https://dot.nebraska.gov/media/1gmizs5c/dbe-regular-dealer-distributor-affirmation-form.pdf>

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address/Mailing Address (including City, State & Zip)

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

EXHIBIT L
REQUIRED DBE CONFIRMATION FORM

All Bidders are required to have DBEs complete this form and submit it with their proposal.

Base Bid

Name of Letting Agency: Regional Metropolitan Transit Authority of Omaha	Name of Project: BUS WASH SYSTEM
METRO Project #:	METRO Specification #: 05-25
Item Number or Description of Work to be Completed by This DBE:	
Dollar Amount to be Completed by This DBE:	

Print Name of Firm

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address/Mailing Address (*including City, State & Zip*)

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

EXHIBIT M**SUBCONTRACTOR UTILIZATION FORM**

All Bidders are required to complete and submit this form with their bid.

All bidders are required to submit this form with their bid showing the identity of DBEs and non-DBEs from whom quotes were requested in response to this IFB. If no quotes were received, the Bidder must indicate this in the space provided.

Name of Letting Agency: Regional Metropolitan Transit Authority of Omaha		Name of Project: BUS WASH SYSTEM		
METRO Project #:		METRO Specification #: 05-25		
1	Name of Firm from whom a quote was requested	Description of Work or Line Item Number	Quote Received	
			Yes	No
2				
3				
4				
5				
6				
7				

 Print Name of Firm

 Print Name of Authorized Representative

 Print Email Address

 Print Title of Authorized Representative

 Print Street Address *(including City, State and Zip)*

 Area Code & Telephone Number

 Area Code & Fax Number

 Signature of Authorized Representative

(NOTE: Copy as needed, execute first signature page only.)

EXHIBIT N
DAVIS BACON WAGES

"General Decision Number: NE20250057 03/14/2025

Superseded General Decision Number: NE20240057

State: Nebraska

Construction Type: Building

BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Douglas County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed

	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	02/07/2025
3	03/14/2025

BRNE0001-001 05/30/2022

	Rates	Fringes
BRICKLAYER.....	\$ 31.70	17.74

CARP0427-001 06/01/2024		

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation).....	\$ 32.12	17.46

CARP0427-004 06/01/2024		

	Rates	Fringes
CARPENTER (Drywall Hanging, Finishing/Taping Only).....	\$ 32.12	17.46

ELEC0022-001 06/01/2024		

	Rates	Fringes
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ELECTRICIAN.....	\$ 44.50	19.69
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* ELEV0028-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.88	38.435+a+b

FOOTNOTE:

- a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
- b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0571-004 10/01/2020

	Rates	Fringes
OPERATOR: Crane.....	\$ 32.64	13.29
OPERATOR: Forklift.....	\$ 27.26	13.29

IRON0021-002 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 36.69	21.34

LABO1140-003 10/01/2023

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod).....	\$ 24.00	13.48

PLUM0016-003 05/26/2024

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 42.66	16.50

PLUM0464-006 06/02/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and		

Excludes HVAC System

Installation).....	\$ 43.00	20.35
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SFNE0669-001 01/01/2025

Rates

Fringes

SPRINKLER FITTER (Fire

Sprinklers).....	\$ 40.86	28.35
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SHEE0003-001 07/01/2023

Rates

Fringes

SHEET METAL WORKER (Including

HVAC Duct & System

Installation).....	\$ 39.65	19.87
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* SUNE2011-031 10/27/2011

Rates

Fringes

CAULKER.....	\$ 17.13 **	0.00
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CEMENT MASON/CONCRETE FINISHER...	\$ 18.44	4.08
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ELECTRICIAN (Low Voltage Wiring).....	\$ 21.54	5.99
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FORM WORKER.....	\$ 19.07	3.84
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GLAZIER.....	\$ 17.67 **	1.71
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LABORER: Common or General.....	\$ 15.47 **	5.34
---------------------------------	-------------	------

OPERATOR:

Backhoe/Excavator/Trackhoe.....	\$ 22.55	5.72
---------------------------------	----------	------

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....	\$ 23.11	0.91
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OPERATOR: Loader.....	\$ 20.76	4.64
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PAINTER: Brush, Roller and

Spray.....	\$ 14.26 **	0.00
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ROOFER.....	\$ 13.57 **	0.77
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TRUCK DRIVER, Includes Dump

and Tandem Truck.....\$ 14.77 ** 1.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

BIDDERS LIST DATA FORM



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 _____
Annual gross receipts, as defined in 13 CFR 121.104, equals "total income" plus "cost of goods sold".

___ Less than \$1 million	___ \$6-10 million	
___ \$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