



THE REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA d/b/a METRO

INVITATION FOR BID
(IFB)

SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

PROJECT: 17-24

Bids must be submitted by: September 12, 2024, at 2:00 pm CST

**INVITATION FOR BIDS (IFB) TABLE OF CONTENTS, INFORMATION AND GUIDELINES
SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027
PROJECT #: PM-NE-2024 Spec. 17-24**

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NOTICE TO BIDDERS
Snow Removal and Ice Management Services 2024-2027
Metro, Omaha, Nebraska
PROJECT #: PM-NE-2024, Spec. 17-24

The Regional Metropolitan Transit Authority of Omaha, d/b/a/ Metro is seeking qualified responsible contractors to provide Snow Removal and Ice Management Services, for a period of maximum three (3) years for Metro owned properties to include, the 2222 Cuming Campus, Transit Centers, ORBT Stations and bus shelters at various locations around Omaha, Nebraska.

Bidder will supply all necessary and needed labor, tools, materials, supplies, equipment, transportation, supervision, to remove snow and ice. Staffing for this project is expected to be qualified, with proper training and qualifications to provide Snow Removal and Ice Management Services.

There will be **one (1) Non-Mandatory Pre-Bid Conference on Tuesday, September 3, 2024, at 11:00 am.** Metro strongly recommends assisting. Conference will be held in the Metro Board room. If you will be attending, please wear closed toes shoes and bring a high visibility safety vest if is necessary to drive to locations. Requests for Clarifications, Substitutions or approved equals must be submitted in writing on the forms provided in this solicitation no later than September 5, 2024.

Funds for the project are being provided through a Federal Transportation Administration grant. Federal Provisions applicable to this project are included in the bid package. The bid proposal must be made on the forms provided by Metro. Bidders must supply all required information prior to the time of bid opening.

Bids shall be submitted by 2:00 pm CST on Thursday, September 12, 2024. Open Public Bid will be held the same day as submission deadline at the Metro Board Room. Metro prefers Bids 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)

SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

PM-NE-2024, Spec. 17-24

Envelopes, containing bids must be sealed and addressed to:

The Regional Metropolitan Transit Authority of Omaha
Metro
Procurement and Contracts Manager
17-24: Snow Removal and Ice Management Services 2024-2027
2222 Cuming St
Omaha NE 68102-4392

Due Date, regardless of submission type is: 2:00 pm, Central Daylight Time, Thursday, September 12, 2024. Please contact the Procurement and Contracts Manager at procurement@ometro.com or call: 402-341-7560 Ext. 2272.

SECTION 1

ESTIMATED BID SCHEDULE

08-26-2024:	Request for Bids/Publish Bid
09-03-2024:	1 st Non-Mandatory Pre-Bid Conference, 11:00 a.m. Metro Board Room
09-05-2024:	Questions/Requests for Clarifications or Substitution Due
09-09-2024:	Metro's Response to Questions/Requests for Clarifications or Substitution
09-12-2024:	Bids Due, 2:00 p.m.
09-12-2024:	Public Bid Opening at 2:00 p.m. Metro Board Room
09-24-2024:	Board Award at 9:00 am. Metro Board Room
After awarded:	Project Starts
04-30-2027:	Project Ends

The above schedule is estimated only, and Metro reserves the right in its sole discretion to modify the schedule as needed. Bidders will be notified by Addenda.

SECTION 2

SCOPE OF SERVICES

The Regional Metropolitan Transit Authority of Omaha, dba Metro, is requesting quotes from contractors to perform snow removal and ice management services at Metro facilities.

2.1 CONTRACTOR RESPONSIBILITIES

2.1.1 Contractor Resources/Equipment/Hour Rates

Contractor will supply all necessary labor, tools, supplies, materials, equipment, transportation, supervision to remove snow and manage ice.

- a. Fluid Leaks: The Contractor shall utilize equipment in good repair with a focus on keeping any fluid leaks to a minimum.
- b. Absorbent Material: The Contractor will have absorbent material capable of minimizing the impact of any fluid leaks from failed equipment. Contractor will be responsible for any cost associated with the clean-up of any leaks.
- c. Equipment Constraints: At no time shall equipment with steel tracks or wheels be used for snow or ice removal the Contractor is responsible to have such resources, equipment

appropriate, and operators competent to efficiently remove snow and ice from Metro locations.

- d. Cutting Edges and Skid Shoes: The Contractor shall have equipment in such repair as to allow the removal of as much snow and ice as possible without causing damage to be paved, grassed, or other surfaces. The Contractor is advised that skid shoes, cutting edges, and any depth stop mechanism function as designed to prevent damage to asphalt, concrete, and brick paving. Any costs associated with repairing damage at any Metro locations caused by Contractor's equipment will be the responsibility of the Contractor.
- e. Equipment Safety: All equipment on Metro sites shall have operable back up alarms, work lights, hazard lights, OEM safety devices, and clear operator views to allow safe and efficient snow removal. Equipment safety concerns must be addressed immediately by the contractor by either removal of unsafe equipment or training of personnel.
- f. The Contractor shall furnish all personnel, supervision, equipment, tools, materials and supplies required to perform the work as specified herein. All equipment and tools shall be in good serviceable condition. Although not limited to the items listed below, the Contractor shall have available (at a minimum) the following equipment for snow removal/plowing.
 - i. Two (2) ¾ ton pick-up trucks (or larger trucks) with 8-½ ft. plow and tail gate ice melt spreader
 - ii. Ice melt spreaders
 - iii. Shovels
 - iv. Blowers
 - v. Brushes
- g. At a minimum, the Contractor shall provide the following typical crew to perform routine snow and ice removal services at each location:
 - i. One (1) plow truck driver
 - ii. One (1) laborer

h. **Hourly rates:**

Two (2) Person Shovel Crew (2-PSC) - two (2) person shovel crew using hand tools such as shovels, brooms, and manually powered spreaders. Manually powered spreaders may be handheld, or a hopper mounted on a frame with a direct drive mechanism connected to the wheels that actuates a device to disperse ice melt over a broad area while being pushed or pulled.

Two (2) Person Equipment Crew (2-PEC) –two (2) person equipment crew using hand tools such as shovels, brooms, as well as powered equipment to include snow blowers and chassis mounted power brooms. For this classification to apply to the service, the power equipment must be used in the performance of each snow/ice removal service.

Plow Truck Crew (2-PTC) - Plow Truck Crew will consist of one (1) plow truck driver and one (1) laborer. The plow truck is to be a ¾ ton pick-up truck or larger with an 8 ½ ft. plow and tailgate or bed mounted power spreader.

Snow Haul Away Crew (SHAC) - Snow Haul Away Crew will consist of one (1) skid steer operator, and one (1) haul away vehicle driver. The haul away vehicle may consist of a dump truck (a cab and chassis truck with a frame mounted dump box), or a ¾ ton or larger pick-up truck and dump trailer. The vehicle from a plow truck crew can be used to pull the dump trailer, but only one fee will be paid per service. Example: A plow truck can pull a dump trailer to perform snow haul away services from the site but cannot also charge the rate of a Plow Truck Crew.

Definitions:

Bus Shelter – are stand-alone structures mounted on a concrete pad. Shelters may also have a bench within the footprint of the shelter. A clear path from the shelter to the curb must be cleared as specified in the Scope of Work.

ORBT Stop – ORBT stops are stand-alone structures on an elevated concrete pad. In addition to the stop platform, access walkways, and electrical box access, snow must be cleared from the curb area that abuts the street to include a sixty (6) ft. approach and a forty (40) ft. departure.

ORBT Station – ORBT Stations are stand-alone structures on an elevated concrete pad. In addition to the station platform, access walkways, and electrical box access, snow must be cleared from the curb area that abuts the street to include a sixty (60) ft. approach and a forty (40) ft. departure.

Transit Centers – are centers where multiple buses arrive to connect with other routes. Transit Centers include multiple bays, drives, and sidewalks.

Westroads Transit Center (WRTC) includes a park and ride lot that must also be cleared during snow removal service.

North Omaha Transit Center (NOTC)

Aksarben Transit Center (ATC)

Description - Per Person	Hourly Rate (Standard)	Hourly Rate (After Hours)	Hourly Rate (Weekends)	Hourly Rate (Holiday)
Two (2) Person Shovel Crew				
Two (2) Person Equipment Crew				
Plow Truck Crew				

Snow Haul Away Crew				
Pile Removal - Vehicle (Operator)				
Pile Removal - Manual				

Additional Charges – Only fill out if applicable				

Materials	Per Pound Rate
Snow Melt	
Sand	

GENERAL ASSUMPTIONS

Based on the accumulation amounts and time required showing in the tables below for each service assume the use of a 2-person crew. These assumptions are estimates only.

Reimbursement under any contract awarded as a result of this Invitation for Bids will be based on actual time in performance of services.

Snowfall Amounts		Time Required	Time Decimal
Up to 4"		15 Minutes	.25
4+” – 8 “		20 Minutes	.33
8+” – 12”		30 Minutes	.50
12” or more		45 Minutes	.75
Ice Melt Application Per Shelter		5 Minutes	.08

ORBT Type	Accumulation	Time Required	Time Decimal
Stop	Up to 4”	20 minutes	.33
Stop	4+” – 8 “	30 Minutes	.50
Stop	8+” – 12”	40 Minutes	.66
Stop	12” or more (*)	60 Minutes	.83
Stop	Ice Melt Application Per Shelter	10 Minutes	.17
Station	Up to 4”	30 Minutes	.50
Station	4+” – 8 “	40 Minutes	.75
Station	8+” – 12”	60 Minutes	1.00
Station	12” or more (*)	90 Minutes	1.50
Station	Ice Melt Application Per Shelter	15 Minutes	.25

*Anticipates snow haul away due to volume of snow cleared

Transit Center	Accumulation	Time Required	Time Decimal
WRTC **	Up to 4"	30 Minutes	.50
WRTC **	4+” – 8 “	45 Minutes	.75
WRTC **	8+” – 12”	60 Minutes	1.00
WRTC **	12” or more (*)	90 Minutes	1.50
WRTC **	Ice Melt Application Per Center	20 Minutes	.33
NOTC	Up to 4"	30 Minutes	.50
NOTC	4+” – 8 “	45 Minutes	.75
NOTC	8+” – 12”	60 Minutes	1.00
NOTC	12” or more (*)	90 Minutes	1.50
NOTC	Ice Melt Application Per Center	20 Minutes	.33
ATC	Up to 4"	15 Minutes	.25
ATC	4+” – 8 “	20 Minutes	.33
ATC	8+” – 12”	30 Minutes	.50
ATC	12” or more (*)	40 Minutes	.66
ATC	Ice Melt Application Per Center	20 Minutes	.25

**Includes Park and Ride lot.

*Anticipates snow haul away due to volume of snow cleared

Hours Definitions
Standard Hours – Monday - Friday 7am to 5pm
After Hours - 5pm to 7am
Weekends - Saturday - Sunday
Holidays - https://www.ometro.com/closings-observances/

*****All Operators shall be properly licensed for the vehicle(s) operated. *****

2.1.2 Statement of Work

The Contractor will be responsible for removing snow and managing ice from Metro properties specified in a separate document and included in this IFB. **See Technical Specifications.**

1. Snow will be removed from the site or will be placed in a location designated by Metro. Snow removal equipment and workforce to meet the requirements within this Scope of Work will be provided by the Contractor(s).
2. Ice melt and sand will be provided by Contractor as necessary. Only Metro approved material may be used. Safety data sheets must be provided to Metro for approval.
3. Locations include North Omaha Transit Center, WestRoads Transit Center, Aksarben Transit Center, sixty-seven (67) Metro bus shelters and twenty-six (26) ORBT Stations. Metro reserves

the right to add or reduce shelters for the length of this contract. Specific locations and maps are included in ***Technical Specifications*** (attached in this Invitation for Bid).

4. Snow removal and ice management services include up to and around Metro bike loops, Metro trash cans, and Metro benches (this does not include advertising benches provided by a third party). The Contractor will provide shoveling as necessary to create safe and clear access to bus services, personnel doorways, walking paths, sidewalks, overhead doors, drainage grates, fire hydrants, and access to bus shelters as necessary. Snow will be removed from the interior of all bus shelters to provide safe and secure passenger waiting areas. In addition, the Contractor shall have adequate means to apply ice melt products on paths and walkways as necessary at each location.
5. At no point shall the contract create conditions during ice or snow removal that cause water to dam or pond at any location. When the Contractor becomes aware of such a situation, the contractor, at no additional cost to Metro, shall correct any ponding issues with any necessary equipment or personnel.
6. Once contacted by Metro, the Contractor shall be capable of mobilizing personnel, vehicles, and other resources within thirty (30) minutes, with completion of work at all facilities expected no greater than 2 hours after the end of the snow event.
7. During snow events Metro routinely will conduct site inspections to verify service is completed in accordance with the terms specified herein.
8. Snow removal or ice management services cannot interfere with scheduled bus arrivals and departures or the flow of bus riders getting to and from their scheduled buses.
9. After each snow fall event where snow accumulation exceeds one (1) inch, or as needed and directed by Metro, within two (2) hours of the completion of a snow event, contractor(s) will be required to clear and remove snow from inside, around bus shelters, transit centers, and treat the areas with sand or Metro approved concrete safe ice melt. Piling the snow around the edges of bus shelters and/or transit centers will NOT be acceptable. Approaches and aprons around shelters must be entirely cleared of snow and ice. Snow must be placed in designated areas and/or removed, depending on the site. (See *Technical Specifications*). The Contractor will be required to ensure a minimum pathway clearance width of 48 inches is free of snow and ice from all bus shelters entrances to the road.
10. During situations where snow fall continues through service hours, the Contractor will provide continued snow removal and ice mitigation to maintain all Metro. Please note, that the frequency will be determined by rate of snowfall and Metro service hours. If Metro cancels service, the contractor will be informed and will cease service until two (2) hours prior to service resumption, whether that be same or next service day. Metro will notify the

Contractor when service is scheduled to be restored. The Contractor will prioritize Metro snow routes prior to the resumption of service.

11. Emergency/Escalation Contacts: As part of this IFB, any bidder shall include two (2) primary and two (2) alternate emergency contacts to be responsible for any snow or ice related issues. The telephone numbers and email address will be provided to the awarded contractor.
12. Contractor will not be responsible for snow removal or ice management in areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. If an obstruction requires additional visits to complete the snow and ice removal, Metro must be notified.
13. Contractor will be notified in writing within 48 hours by Metro of any reported property damage caused by snow and ice removal processes. Property damage includes but is not limited to Metro property (facilities, amenities, and grounds), as well as property and grounds not owned by Metro. The Contractor will be solely and financially liable for any damaged property due to negligence on the part of the Contractor. The Contractor will repair to the satisfaction of Metro and/or the applicable property owner, any damaged property in a timely manner, as weather conditions allow.

2.2 TECHNICAL SPECIFICATIONS/SHELTERS LOCATIONS

2.2.1 ORBT STATIONS:

The following is a list of ORBT station locations in need of snow removal and ice maintenance services. Each Contractor should provide the snow and ice removal cost per hour and material cost. Regardless of the number of station locations included in the Contractor's Bid, Metro will expect the winning Contractor to be able and willing to uphold the standard of responsiveness outlined in the Scope of Work.

Contractors are expected to hand shovel or broom snow from within stations and adjacent trash cans and bike loops. Adjacent sidewalks may be cleared with hand shovel, broom, or snow blower.

Station Name	Station Address	Station Back	Direction On Dodge	Station Size (in Sq Ft)
8 th & Farnam NW Station	298 S 8 th Street	Blocked	WB	750
10 th & Douglas SW Station	1009 Douglas Street	Blocked	EB	2211
12 th & Dodge NW Station	1220 Dodge Street	Blocked	WB	2095
15 th & Dodge NW Station	1518 Dodge Street	Pass Through	WB	911

19 th & Douglas SW Station	1905 Douglas Street	Blocked	EB	2095
20 th & Dodge NE Station	1990 Dodge Street	Blocked	WB	2307
24 th & Douglas SE Station	2385 Douglas Street	Blocked	EB	1630
24 th & Dodge NW Station	2404 Dodge St	Step	WB	1290
Park Ave & Douglas SW Station	2955 Douglas Street	Blocked	EB	1394
Park Ave & Dodge NE Platform	2914 Dodge St	Blocked	WB	1704
33 rd & Dodge SW	3235 Dodge Street	Blocked	EB	560
33 rd & Dodge NW Station	3304 Dodge Street	Blocked	WB	842
42 nd & Dodge SE Station	4105 Dodge Street	Blocked	EB	810
42 nd & Dodge NE Station	4190 Dodge Street	Blocked	WB	892
49 th & Dodge SE Station	4885 Dodge Street	Pass Through	EB	919
49 th & Dodge NE Station	4890 Dodge Street	Step	WB	1535

2.2.2. METRO BUS SHELTERS

The following is a list of Metro shelter locations in need of snow removal and ice management services. Each Contractor should provide the snow and ice removal cost per hour and material cost. Regardless of the number of shelter locations included in the Contractor's Bid, Metro will expect the Contractor to be able and willing to uphold the standard of responsiveness outlined in the Scope of Work.

Contractors are expected to hand shovel or broom snow from within shelters and adjacent trash cans and bike loops. Adjacent sidewalks may be cleared with hand shovel, broom, or snow blower.

Shelter Locations	Shelter Design	Bench	Trash Can	Bike Loops
13th & Bert Murphy NE	Full back	1	0	0
13th & Nicholas NW	Full back	1	0	0
14 th & Jones SW	Full back	1	0	0
16th and Douglas SW	Rear sidewalk access	1	0	0

16th and Farnam NW	Rear sidewalk access	1	0	0
16th and Pine NW	Full back	1	0	0
20th and Farnam NW	Rear sidewalk access	1	1	0
23rd & Cuming NE	Full back	1	0	0
24th & Pratt SW	Full back	1	0	0
24th and L St NW	Rear sidewalk access	1	1	2
25th & Dodge SW	Full back	1	0	0
30th & Patrick NE	Rear sidewalk access	1	0	2
30th & Patrick SW	Rear sidewalk access	1	0	0
30th & Upland Pkwy NE	Rear sidewalk access	1	0	0
30th and California SW	Rear sidewalk access	1	0	0
30th and Ellison NW	Full back	1	1	2
30th and Fort NE	Rear sidewalk access	1	0	0
30th and Fort NW	Full back	1	0	0
30th and Webster SE	Full back	1	0	0
N 31 st Street and Ferry St	Turn around & Bus stop	0	0	0
38th & Cuming NE	Full back	1	0	0
40th & Cuming NW	Full back	1	1	0
4181 Woolworth - VA Hospital	Full back	1	0	0
42nd and Ames SW	Full back	1	0	0
42nd and Dewey NW	Full back	1	0	0
42nd and Dewey SE	Full back	1	1	2
42nd and Williams NE	Full back	1	0	0
52nd and NW Radial NW	Full back	1	0	0
55th & Center SW	Full back	1	0	0
Florence and Spencer NW	Full back	1	0	0
N 21st St E & Locust NW	Full back	1	0	0
Park Ave and Woolworth SE	Full back	1	0	0
Turner Blvd & Leavenworth SW	Full back	1	0	0
Shelter Locations	Shelter Design	Bench	Trash Can	Bike Loops
72nd & Lawndale SW	Full back	1	0	0
72nd & Mercy SE	Full back	1	0	0
90th & Blondo NW	Full back	1	0	0
93rd & Maple SE	Full back	1	0	0
96th & Q St SW	Full back	1	0	0
FNB Park & Ride	Open back	0	0	3
Mercy & 68th/Aksarben Transit Center NW	Full back	2	1	2
Mercy & 68th/Aksarben Transit Center SW	Full back	2	1	2
102nd & Nicholas SE	Full back	1	1	2
110th & J St NW	Full back	1	0	0
120th & Center SW	Full back	1	0	0

122nd & Center NE	Full back	1	0	0
129 th Ave & Center SW	Full back	1	0	0
132 nd & Center SE	Full back	1	0	0
139th & Center SW	Full back	1	0	0

2.3 SAFETY

1. The Contractor shall provide necessary safety devices for the protection of its employees, Authority employees and the public.
2. The Contractor's employees shall closely observe the applicable rules and regulations of Metro at all times while working on or adjacent to active busways. It shall be the Contractor's responsibility to obtain copies of the Metro's transit safety rules, and to ensure that all its employees are familiar with them. A copy can be obtained by calling the Metro's Director of Safety and Security. Contact information will be provided at the time of the award of the contract.
3. The Contractor's employees shall be familiar with the operation and care of all equipment and machinery.

2.4 DRUG AND ALCOHOL-FREE WORKPLACE PROGRAM

1. Metro is committed to maintaining a drug and alcohol-free workplace for the Scope of Work and has a vital interest in maintaining safe, healthy, and efficient working conditions for the work scope. Alcohol and illegal drug use or possession for alcohol and such drugs pose a serious threat to workplace safety and health and pose a danger.
2. The Contractor shall comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 5103, et seq., for the Scope of Work.
3. Metro reserves the right to remove or have individuals removed from Metro's owned or leased properties who are under suspicion of being, or who are, under the influence of alcohol or controlled or other substances.

2.5 SAFETY DATA SHEETS

1. Contractor will provide Safety Data Sheets (SDS) for the ice melt supplied to Metro. Questions regarding SDS documents, or the use of alternative ice melt products are to be submitted to the Director of Safety & Security, within 7 days of the awarding of the contract. Contact information will be provided at the time of the award of the contract.
2. Safety Data Sheets submitted to the Authority shall include or have attached the reporting requirements of Section 313, Title III of the Superfund Amendments and Re-authorization Act (SARA) of 1986 and 40 CFR Part 372.

3. Environmental information shall include the identification of constituents in the product identified as hazardous pursuant to the following:
 - a) Section 311(b)(2)(a) of the Clean Water Act.
 - b) Any element, compound, mixture, solution or substance designated by Section 102 of CERCLA.
 - c) Any toxic pollutant listed under Section 307(a) of the Clean Air Act.
 - d) Any hazardous air pollutant listed under Section 112 of the Clean Water Act.
 - e) Any imminently hazardous chemical substance or mixture with respect to which the USEPA Administrator has taken action pursuant to Section 7 of the Toxic Substances Control Act.
4. If changes are made during the contract for the product (i.e. chemical constituents, chemical properties, etc.), the vendor must resubmit updated SDS.

2.6 CONTRACT DURATION/END OF CONTRACT

The term of this contract is (3) three years, the contract shall begin after the time of the “Notice to Proceed” and to be ending on April 30, 2027. Provided, however, that Metro at its sole discretion may extend the term for (2) two-year extension if contractor is not in default: and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this contract. The maximum contract term is (5) five years ending April 30, 2029, if the contract is extended.

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

2.7 RECORD KEEPING

The Contractor shall keep detailed, written records of all work performed. A copy of this report shall be sent to the Metro Facilities Manager, throughout the duration of the contract. Contact information will be provided at the time of the award of the contract.

Additionally, the Contractor shall submit within two weeks of contract completion two copies of all work performed throughout the contract period. All reports shall correlate with the contract Line Items and shall contain the following information (the Authority shall have final approval on the report format):

- Purchase Order Number
- Invoice Number
- For each Line-Item number from the Proposal/Contract:

- Date, Time and Location work was performed with digital photo documentation evidencing service was performed.
- Type of work performed.
- Type of equipment used.
- Type and weight of materials used.
- Number of hours worked by date and location.
- Miscellaneous comments.

2.8 PAYMENT

Invoices shall be submitted at least on a monthly basis, in accordance with the proposed unit pricing. Invoices shall indicate date, location, and the number of times removal treatment services were provided per event. Invoices shall be submitted at least on a monthly, (preferably by e-mail or fax) to: RMTA of Omaha, ATTN: Accounts Payable – Snow Removal 2024-2027, Tel: (402) 342-0949, email AccountsPayable@ometro.com, 2222 Cuming Street, Omaha NE, 68102-4328.

1. Metro will pay the Contractor, as invoice for snow and ice removal services, for the actual hours worked on the job site for any particular day in accordance with the applicable quoted hourly unit price. Metro will pay the Contractor, as invoice for the material used by actual weight. Any additional charges outside of actual work time and materials must be specified in the bid table. ***Exhibit B, Pricing Schedule/Company Information***. Metro will not pay for lost time due to equipment failure.
2. Metro reserves the right to request any, and all proof of services rendered including but not limited to photographs. Metro will conduct inspections of lots and facilities to ensure that snow and ice removal services are conducted in accordance with these specifications. Repeated failure to perform work as specified or to respond to callouts shall result in termination of the contract per the applicable sections of the contract documents.
3. The bid price shall be all-inclusive and shall include in the hourly rate all profit, overhead costs, administrative costs, labor costs, materials costs, equipment costs, travel time and insurance required in providing the scope of service specified herein. Metro will not accept any additional costs associated in providing the specified service other than those provided for, in the proposal.

2.9 TECHNICAL DATA

1. The services to be performed shall consist of plowing, hand removal of snow, and applying ice melt as needed from award through April 30, 2027.
2. Snow plowing shall consist of clearing all snow and ice from parking lots' surface, moving it beyond the edges of the parking lots and spreading ice melt and/or sand along the surface, as needed.

3. Hand removal shall consist of shoveling snow and ice from sidewalks, ramps, steps, bus stops, shelter, and boarding locations, and spreading ice melt over surfaces, as needed.
4. Only Metro approved ice melt to be used for servicing stops, stations, and transit centers. The contractor shall be responsible to repair or replace at the contractor's expense and to the satisfaction of Metro any damage or premature deterioration of the concrete, brick, asphalt surfaces or damage to other vehicles as a result of the use of unauthorized materials.
5. Metro will review weather forecasts and schedule mobilization with the contractor no later than 4:00PM the day prior to the commencement of the event.
6. The Contractor's equipment and personnel are to effectively remove snow and ice from Metro owned or leased park and ride lots in a reliable and professional manner at the agreed upon hourly rate.

2.10 INSURANCE REQUIREMENTS

The Contractor shall maintain insurance in accordance with the attached requirements throughout the duration of a resultant contract. Proof of insurance will be required prior to award.

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

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 timely provide evidence of adequate insurance coverage shall result in Termination for Default by the Regional Metropolitan Transit Authority of Omaha.

2.11 GENERAL REQUIREMENTS

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.
- A.** 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.

2.12 AWARD OF CONTRACT

1. The resultant Contract will be awarded as a time and materials contract with a not to exceed the price to the lowest responsive, responsible bidder whose Technical Proposal conforms to this solicitation, is considered acceptable by Metro and will be most advantageous to Metro according to the criteria outlined herein and will be awarded by resolution of the Board of Directors for Metro.
2. For purposes of determining the lowest bid, Metro will utilize the breakout as at appears in the bid tab. Exhibit B Pricing Schedule/Company Information.
3. No subcontracting or assignment of any of the work under this Contract will be allowed without Metro's express written consent which will be granted at Metro's sole and absolute discretion.
4. Responsiveness will be determined on the basis of the Bidder's adherence to all specifications and other Technical Proposal requirements. Such determination shall be made after each Bid opening and proper analysis and verification by Metro.
5. Responsibility is determined by the Bidder's technical, past performance, reputation, financial capabilities and any other criteria outlined in the solicitation or designated by Metro to ascertain the capability to perform required services.
6. Notification of Intent to Award will be issued in writing by Metro. Upon notification, the successful bidder shall submit all required insurance certificates, and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval, Metro will forward a written Notice to Proceed. Work shall NOT be started until such Notice to Proceed is received and acknowledged.
7. Metro reserves the right to request additional information or clarifications from any or all bidders in order to determine compliance with minimum qualifications and/or responsibility.
8. In its sole and absolute discretion, Metro reserves the right to cancel or modify this solicitation or to not award a contract.
9. Metro reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Award more than one contract if in the best interests of Metro;

3. BID INSTRUCTIONS

3.1 Definitions

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

- (a) **“Bid”** means and refers to the response and offer of a Bidder submitted on the prescribed forms and in the prescribed manner setting forth, among other matters, the prices for the Work to be performed. The Bid includes the completed bid 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 Bidder in furtherance of its Bid in accordance with the IFB Documents or that a Bidder is required by the IFB Documents to submit or furnish to Metro, including the Bid Security;
- (b) **“Bidder”** means and refers to a responsible Bidder that has submitted a responsive Bid to Metro;
- (c) **“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;
- (d) **“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;
- (e) **“Contract Documents”** means and refers to (i) the IFB Documents, (ii) the Bid, (iii) the required performance bond and labor and material payment bond [and other required bonds], (iii) the Contract and any documents, information or other items or matters designated as such in the Contract,
- (f) **“Contractor”** means and refers to the Bidder 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;
- (g) **“include”, “included”, “including”** and words of similar import shall be construed as if followed by the phrase “without limitation”;
- (h) **“Government Entity”** 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”);
- (i) **“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 IFB 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;

(j) "**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 IFB 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;

(k) "**Project**" means Garage Doors Replacement, Project# NE-2023-023-00; "Project" is sometimes used interchangeably with "Work" and, if so, shall be ascribed that definition;

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

(m) "**Hourly rate**" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract performed by the contractor.

(n) "**The Authority**" means The Regional Metropolitan Transit Authority of Omaha d/b/a Metro.

3.2 Submission Requirements and Instructions:

3.2.1 Exhibits:

Exhibit "A" to the General Conditions, Federal Clauses for Time and Materials

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

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

Exhibit "D" Request for Clarification or Substitution

Exhibit "E" Acknowledgement of Addendum

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

Exhibit "G" Non-Collusion Affidavit

Exhibit "H" Lobbying Certificate

Exhibit "I" Conflict of Interest Disclosure Statement

Exhibit "J" Buy America Certificate

Bidders List Data Form

Exhibit “D” Request for Clarification or Substitution must be submitted on or before September 5, 2024.

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

1. Quotes are due on or before 2:00 pm, Central Time, September 12, 2024, and must include ALL of the following as a part of your Bid:

- ___ Exhibit “B” to the General Conditions, Pricing Schedule/Company Information
- ___ Exhibit “C” to the General Conditions, Receipt of Federal Clauses
- ___ Exhibit “D” Request for Clarification or Substitution
- ___ Exhibit “F” to the General Conditions, Debarment and Suspension Certification for Prospective Contractor
- ___ Exhibit “G” Non-Collusion Affidavit
- ___ Exhibit “H” Lobbying Certificate
- ___ Exhibit “I” Conflict of Interest Disclosure Statement
- ___ Exhibit “J” Buy America Certificate
- ___ Bidders List Data Form

2. Double check:

- A. Dates
- B. Quantity and/or monetary values
- C. Signatures

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

Bids shall be submitted by 2:00 pm CST on September 12, 2024. Metro prefers Bids 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)

**17-24: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027
PM-NE-2024**

Envelopes, containing bids must be sealed and addressed to:

The Regional Metropolitan Transit Authority of Omaha
Metro
Procurement and Contracts Manager
17-24: Snow Removal and Ice Management Services 2024-2027
2222 Cuming St
Omaha NE 68102-4392

Due Date, regardless of submission type is: 2:00 pm, Central Daylight Time, September 12, 2024.

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

3.3 Responses to Invitation for Bid (IFB)

3.3.1 Responsive Bid.

- (a) The Authority will evaluate only those Bids which are fully responsive to this IFB and which are received by the Authority on September 12, 2024 or as extended by Addendum. Each Applicant shall submit (1) one original and (2) two copies of a Bid, addressed as follows:

Procurement and Contracts Manager
17-24: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027
The Regional Metropolitan Transit Authority of Omaha
Metro
2222 Cuming Street
Omaha, Nebraska 68102-4392

Bids become the property of the Authority.

- (b) The Authority reserves the right in its discretion: to amend the IFB at any time prior to the Bids deadline by Addendum; to reject all Bids; to waive minor irregularities contained in any bid; to rely upon any information obtained through its own investigation of the Applicant or its Bid or that of any department, agency or any other appropriate governmental entity; and to withdraw the IFB at any time, including after the Bid or Proposal deadline, without the award of a Contract.
- (c) An Addendum to this IFB shall be forwarded only to those Persons who have requested a copy of this IFB in writing and who have provided an address, telefax or similar means of communication for such purposes to the Authority pursuant to this IFB. Any Person who may have received a copy of this IFB 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) Bid 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 Bid deadline. Whenever sealed Bids have been required, modifications shall also be sealed and shall be submitted to the Procurement and Contracts Manager, clearly marked "MODIFICATION TO SEALED

BID". Modifications will be accepted and considered only if received prior to the Bid deadline. All modifications shall clearly identify how and to what extent the Bid 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 that are withdrawn shall be returned unopened by the Authority.

- (e) The Authority may request additional or clarifying information from an Applicant at any time. If only one Bid 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 IFB in its entirety, completely and accurately responds to all parts of the IFB and includes all information requested. Without limitation to the generality of the preceding sentence or any other provision of this IFB, a Bid 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 IFB.
 - 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 IFB 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 IFB to be executed or completed.
 - Otherwise fails to comply with any material provision or condition of this IFB.

3.3.2 Requests/Specified Parts and "Approved Equals".

- (a) This IFB shall be the Authority's official Request for Competitive Bid. No change can be made to this IFB 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 IFB. Other than a request for the IFB, no inquiry concerning the IFB 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 IFB or as extended by Addendum.

- (b) All requests to the Authority made under this Section 3.3.2 should be addressed as follows:

Procurement and Contracts Manager
17-24: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027
The Regional Metropolitan Transit Authority of Omaha
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 Bid deadline. Copies of the response in the form of an Addendum shall be sent to all Persons complying with the IFB. 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 Bid 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.

3.3.3 Protests.

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

- (c) The filing or approval of any protest or appeal may result in the extension of the Bid deadline, the issuance of an Addendum, the withdrawal of the IFB 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.

3.4 Applicant's Identification.

- 3.4.1 Responsible Individuals. Whenever the identification of any individual is required by this IFB, Applicant shall provide full and complete identification, including the individual's: full name; current address; date of birth; social security number; the full nature and extent of the individual's interest, affiliation, capacity or other relationship with Applicant; the individual's anticipated responsibilities, obligations, liabilities in connection with the Work, the Bid or the Contract.
- 3.4.2 Other Responsible Persons. Whenever the identification of any Person, other than an individual, is required by this IFB, 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 Bid or the Contract.
- 3.4.3 Applicant Identity. Applicant shall identify itself, and all Persons who will act, directly or indirectly, as a Subcontractor in connection with the Work, the Bid or the Contract. No Subcontractor shall be permitted to perform under the Contract without approval from the Authority, unless so identified.
- 3.4.4 Continued Identity. Applicant shall, in the form of written supplements to its Bid addressed to the Authority Administrator, keep continuously current through the award of the Contract all information provided pursuant to Section 3.4 of this IFB, including Sections 3.4.1 and 3.4.2.
- 3.4.5 Designated Recipient of Notice. Applicant shall designate a Person to receive copies of any correspondence, approvals or notice contemplated by the Contract from the Authority. Identification shall include a telephone number, address, telefax number, hours of business and any other information appropriate to enable the Authority to provide any notice.

- 3.4.6 Designated Authorized Representative. Applicant shall identify the individual(s) who shall have authority to bind the Applicant/Contractor in any matter related to the Bid, Contract or Work.

3.5 Termination.

3.5.1 Termination for Convenience by Authority.

- (a) Any Contract, or any part thereof, awarded by the Authority pursuant to this IFB shall be subject to termination at any time by the Authority upon notice in writing to be effective as of the date of receipt of such notice. Upon receipt of such notice, Contractor shall, unless otherwise specified in the notice, immediately stop all Work and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to Subcontractors to cease all related Work. In the event this Agreement is terminated by application of this Section 3.5, Contractor shall have no claim, right, remedy or entitlement for damages, compensation or equitable relief for early termination other than as provided in Section 3.5.1(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 3.5.1, 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 3.5.1(b) and as follows: Contractor shall be entitled to receive reimbursement from Authority an amount equal to the sum of: (i) the reasonable out-of-pocket costs actually and necessarily incurred by Contractor in withdrawing its equipment and personnel from the Work and otherwise demobilizing; (ii) the actual, reasonable and necessary costs reasonably incurred by Contractor in terminating those contracts, not assumed by Authority, for Subcontractors; (iii) provided, however, Contractor shall not be paid for any Work after receipt of such notice or for any costs incurred by Subcontractors after receipt of Customer's termination notice, or for Work which Contractor could reasonably have avoided Contractor. Contractor shall document any cost claimed by it to Authority's reasonable satisfaction and shall supply Authority with copies of all invoices for Subcontractors covering the amounts claimed as costs for such purpose. Contractor shall submit an invoice to Authority for the amount of reimbursement claimed by Contractor with all supporting information and requisite documents. Unless disputed in good faith by the Authority, Customer shall be paid such amounts within thirty (30) business days after Customer delivers all Work, completed or not completed, in its then current form, free and clear of all liens

and assigns to Authority together with any subcontracts, duly assigned, that Authority is willing to assume.

- 3.5.2 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 3.5.2 shall be construed to apply to any such suspension, delay or interruption caused by an event of force majeure (as defined by the Contract Documents). In the event such suspension, delay, or interruption causes a change in Contractor's cost or time required for performance of the Work, the Parties will agree on an equitable adjustment through a written amendment to the Contract to be signed by Authority and Contractor. A suspension may be withdrawn by Authority upon five (5) days' written notice to Contractor. Any suspension, delay or interruption that exceeds six (6) months shall be deemed to be a termination by Authority and Contractor shall be compensated by Authority as if this were a termination for convenience under Section 3.5.1.
- 3.5.3 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 3.5.4.
- (vii) Any other materially breach or default of any covenant, term, condition or provision the Contract, whether or not specified in this Section 3.5.3.

Termination under this Section 1.3.3(b) shall be effective as of the expiration of the period so specified without the necessity of further action by the Authority.

3.5.4 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 3.5.1 shall apply.

3.5.5 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.

- 3.5.6 Contractor's Right to Terminate. Contractor shall not be entitled to terminate the Contract for any reason except as provided in this Section 3.5.6. 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.
- 3.5.7 Waiver of Contractor's Other Remedies. Except as provided in Section 3.5.3(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.
- 3.5.8 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 3.5.8. 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 3.5 to terminate the Contract. In addition to the specific rights of termination and suspension as set forth in Section 3.5, Authority and Contractor shall have also available the remedy of specific performance to enforce this Section 3.5.8, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section 3.5.8.

3.6 Warranties of the Parties.

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

- (a) It is duly organized and existing under and by virtue of the laws of the state of its organization and has the power and authority to own its properties and to carry on the business as presently conducted and as represented and to do business in the State of Nebraska.
- (b) It has all requisite corporate power and authority to execute, deliver and perform the Bid or Proposal and Contract; the Bid or Proposal and the Contract have been duly authorized, executed and delivered, and as such, constitute its valid and binding obligation, enforceable in accordance with its terms and conditions.
- (c) Performance of the Contract will not violate, or be in conflict with, or result in a material breach of, or constitute a default under, any material agreement, order, judgment, or decree to which it is a party or by which it is bound.
- (d) It has examined or is familiar with all current Laws and shall undertake its performance under the Contract in conformity with the same.
- (e) The representations made in the Contract, including the Certifications made in its Bid or Proposal are true, accurate and complete in all respects.
- (f) To the best of its knowledge, after due and diligent inquiry, no elected official of the Authority of Omaha, and no member of the Board of Directors of the Authority nor any the Authority's officers or employees is employed by, or has a financial interest, direct or indirect, in the Contract, the Applicant, the Contractor or any Subcontractors.
- (g) It shall execute and deliver all such other and additional instruments and documents and to do such other acts and things as may be reasonably necessary more fully to effectuate the Work and the Contract. Without limitation to any of the foregoing, all warranties required by the Contract or otherwise applicable to the Work shall be assignable to the Authority upon the completion of the Work or any termination of the Contract.
- (h) In its performance of the Work, Contractor, including its Subcontractors shall use the standard of professional ethics and the degree of skill, care and diligence normally employed by professionals and trades performing the same or similar Work (collectively, the "Standard"). Except as expressly limited by the Specifications, all Work to be furnished under the Contract shall be of highest quality and new, free from faults and defects, suitable for the Authority's purposes and in conformity with the Contract. Any other Work shall be considered defective. Without prejudice to any other recourse available to the Authority, Contractor will re-perform and otherwise remedy any defective Work, including any Work not meeting the Standard without additional compensation.

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

3.7 Miscellaneous Matters.

- 3.7.1 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 3.5.1(a).
- 3.7.2 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.
- 3.7.3 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 3.7.1 or by written mutual agreement of the Parties. All modifications shall be effected by Authority only as permitted by its internal control provisions, which shall be made available from the Procurement and Contracts Manager. Any amendments or modifications to this Agreement shall be binding upon Contractor's guarantor or surety without notice.
- 3.7.4 Governing Law. The Contract shall be governed by and construed in accordance with the Laws.
- 3.7.5 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.
- 3.7.6 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.

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

3.7.8 Notice. Unless otherwise expressly provided in the Contract Documents, any request, protest, notice, response, or approval, required or contemplated by the IFB 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.

3.7.9 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.

3.7.10 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.

3.7.11 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.

3.7.12 Indemnity. For purposes of this Section 3.7.12, "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.

- 3.7.13 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.
- 3.7.14 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.
- 3.7.15 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.

EXHIBIT A
FEDERAL CLAUSES FOR PROCUREMENT OF TIMES AND MATERIALS

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

NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

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

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

ACCESS TO RECORDS

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

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

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

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

FEDERAL CHANGES

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

CIVIL RIGHTS

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Policy Statement

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.

The Regional Metropolitan Transit Authority of Omaha, d/b/a/ Metro has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Metro has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Metro has signed an assurance that it will comply with 49 CFR Part 26.

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

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, April 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 Authority's requests, which would cause The Authority to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

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

DISPUTE / CONTINUING PERFORMANCE

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

LOBBYING

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

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.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented

by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

FLY AMERICA REQUIREMENTS (If foreign air transport involved)

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

ENERGY CONSERVATION

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

RECYCLED PRODUCTS

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

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

ADA ACCESS

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

STATE AND LOCAL LAW DISCLAIMER

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

FEDERAL PARTICIPATION

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

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

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

VETERANS PREFERENCE

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

SPECIAL PROVISION – TEXT MESSAGING WHILE DRIVING

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

a. Definitions - As used in this Special Provision:

1) Driving

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

2) Text Messaging

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

b. Safety - The Contractor is encouraged to:

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

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

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

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.

EXHIBIT B

PRICING SCHEDULE/COMPANY INFORMATION

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

Date _____

Project No. PM- NE-2024

Specification No. 17-24

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

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

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

Contractor will refer its Total Bid Price in accordance with Section 2.1.1 (h) stipulated in this IFB.

Bid Tab

Description - Per Person	Hourly Rate (Standard)	Hourly Rate (After Hours)	Hourly Rate (Weekends)	Hourly Rate (Holiday)
Two (2) Person Shovel Crew				
Two (2) Person Equipment Crew				
Plow Truck Crew				
Snow Haul Away Crew				
Pile Removal Vehicle (Operator)				
Pile Removal - Manual				

Additional Charges – Only fill out if applicable				

Materials	Per Pound Rate
Snow Melt	
Sand	

All charges must be billed on a summary invoice that reflects the hourly rate totaled by Service Type

EXHIBIT B -CONT

PRICING SCHEDULE/COMPANY INFORMATION

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

Date _____

Project No. PM- NE-2024

Specification No. 17-24

Name of Individual, Partner or Corporation

Date

Print Name of Authorized Representative

Email Address

Signature of Authorized Representative

Title of Authorized Representative

DUNS/TINS#

Street Address/Mailing Address

Area Code & Telephone Number

Fax Number

EXHIBIT C

RECEIPT OF FEDERAL CLAUSES

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

Date _____

Project No. PM- NE-2024

Specification No. 17-24

I have reviewed the attached Federal Clauses for Procurement of Materials and Supplies in conjunction with Metro’s procurement of **PM-NE-2024 Spec #: 17-24 Snow and Ice Management Services 2024-2027** for which _____ has provided qualifications for consideration and

(Company Name)

hereby affirm that _____ shall conform to and abide by

(Company Name)

all aforementioned requirements as set forth and any amendments thereto.

Authorized Representative

Title

Company Name

Date

EXHIBIT D

ACKNOWLEDGMENT OF ADDENDUM

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

Date _____

Project No. PM- NE-2024

Specification No. 17-24

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

Print Name of Authorized Representative

Print Email Address

Print Title of Authorized Representative

Print Street Address / Mailing Address

Area Code & Telephone Number

Area Code & Fax Number

Signature of Authorized Representative

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

EXHIBIT E

REQUEST FOR CLARIFICATIONS OR SUBSTITUTIONS

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

Date _____

Project No. PM- NE-2024

Specification No. 17-24

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 September 5, 2024.

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

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

Date _____

Project No. PM- NE-2024

Specification No. 17-24

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

Choose one alternative:

- The Bidder, _____ certifies to the best of its knowledge and belief that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default. OR
- The 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 G
NON-COLLUSION AFFIDAVIT**

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

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

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

**EXHIBIT H
LOBBYING CERTIFICATE**

Project: SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

Date _____

Project No. PM- NE-2024

Specification No. 17-24

EXHIBIT I

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

Signature

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT**Project Name: 17-24 SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027**

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.

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 I- (cont.)
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Project Name: 17-24 SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

REAL OR POTENTIAL CONFLICT DESCRIPTION:

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 J
BUY AMERICA ACKNOWLEDGEMENT**

Project Name: 17-24 SNOW REMOVAL AND ICE MANAGEMENT SERVICES 2024-2027

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.



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: _____

3. Contact Person: _____
Title: _____

4. Phone: _____

5. Fax: _____

6. Email Address: _____

7. Age of Business: _____ Years _____ Months 8. SAM #: _____

9. Business Annual Gross Receipts: ___ Less than \$500,000 ___ \$2,000,000 to \$5,000,000
 ___ \$500,000 to \$1,000,000 ___ More than \$5,000,000
 ___ \$1,000,000 to \$2,000,000

10. Is this business a certified DBE under Nebraska's Department of Transportation (NDOT) Unified Certification Program (UCP)? ___ Yes ___ No

11. Is this business a certified SBE through the City of Omaha Small and Emerging Business Program? ___ Yes ___ No

12. Provide the NAICS code(s) that best defines your business: _____

13. 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

14. Will the business subcontract any work, service, and/or materials? ___ Yes* ___ No
**If yes, please have all subcontractor(s) complete their own Bidders List Data Form.*

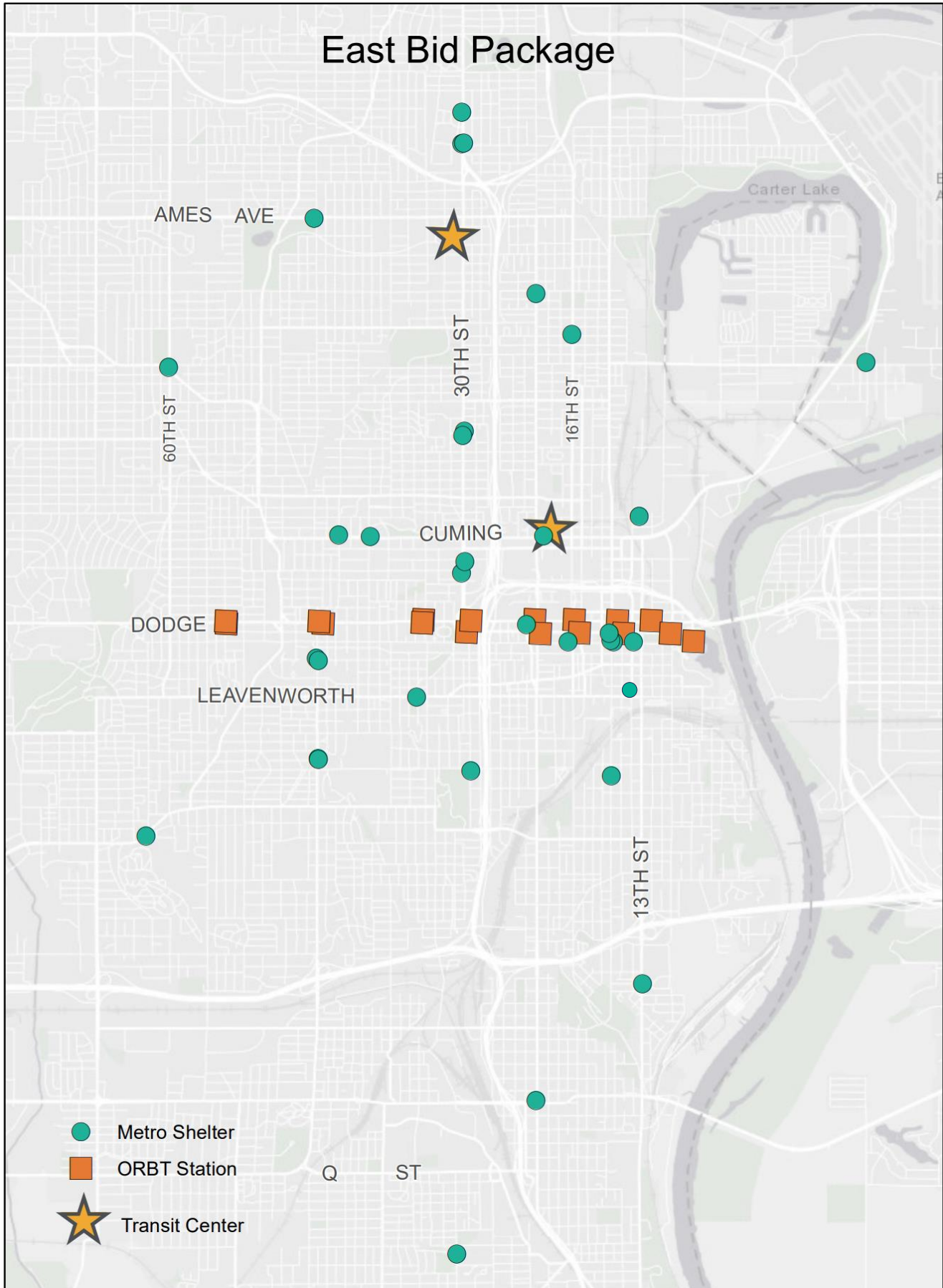
The undersigned hereby declares that the information set forth on this form is current, complete and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

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

TECHNICAL SPECIFICATIONS



North Omaha Transit Center – 4308 N 30th St

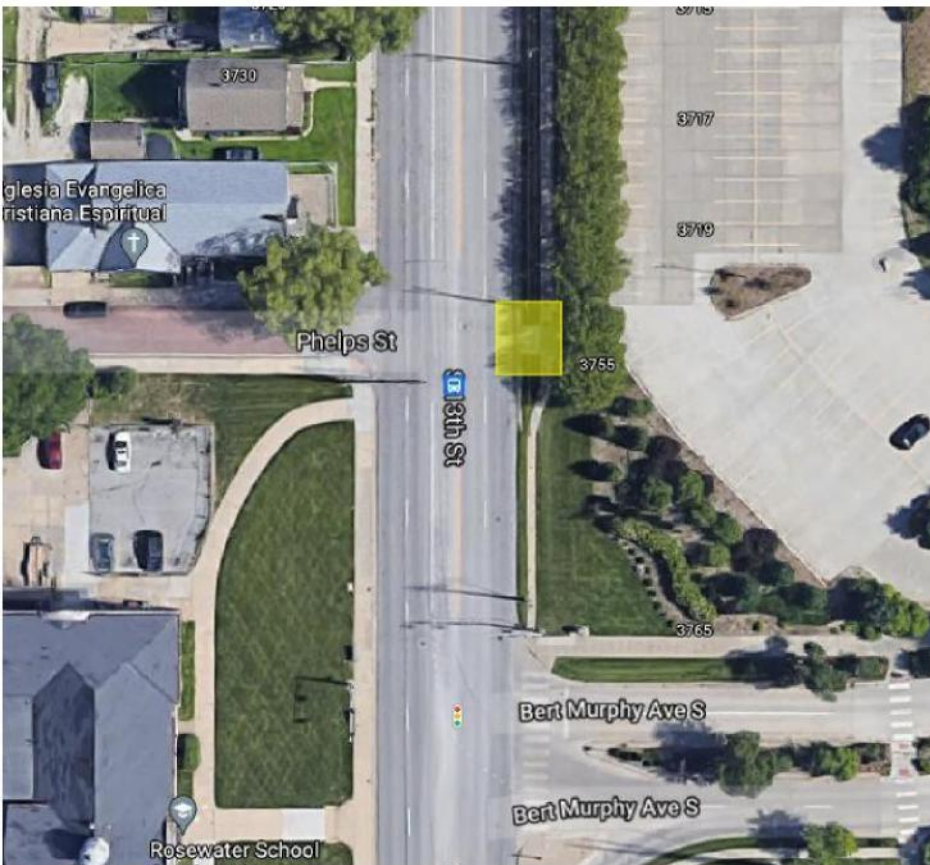
North Omaha Transit Center is located just south of Ames Ave between North 30th St and North 31st Ave. It is Metro’s largest transit center, serving 12 different Metro routes. Snow and ice removal areas include all drive areas between North 30th St and N 31st Ave within the transit center, the parking pad adjacent to the drive area on south side of the transit center, covered walk areas within the transit center, and sidewalk areas on east and west ends of the transfer center. Removed snow is to be piled on the south side of the south drive lane, to the west of the parking pad and must not restrict operator visibility of oncoming traffic or impede travel on the sidewalk.



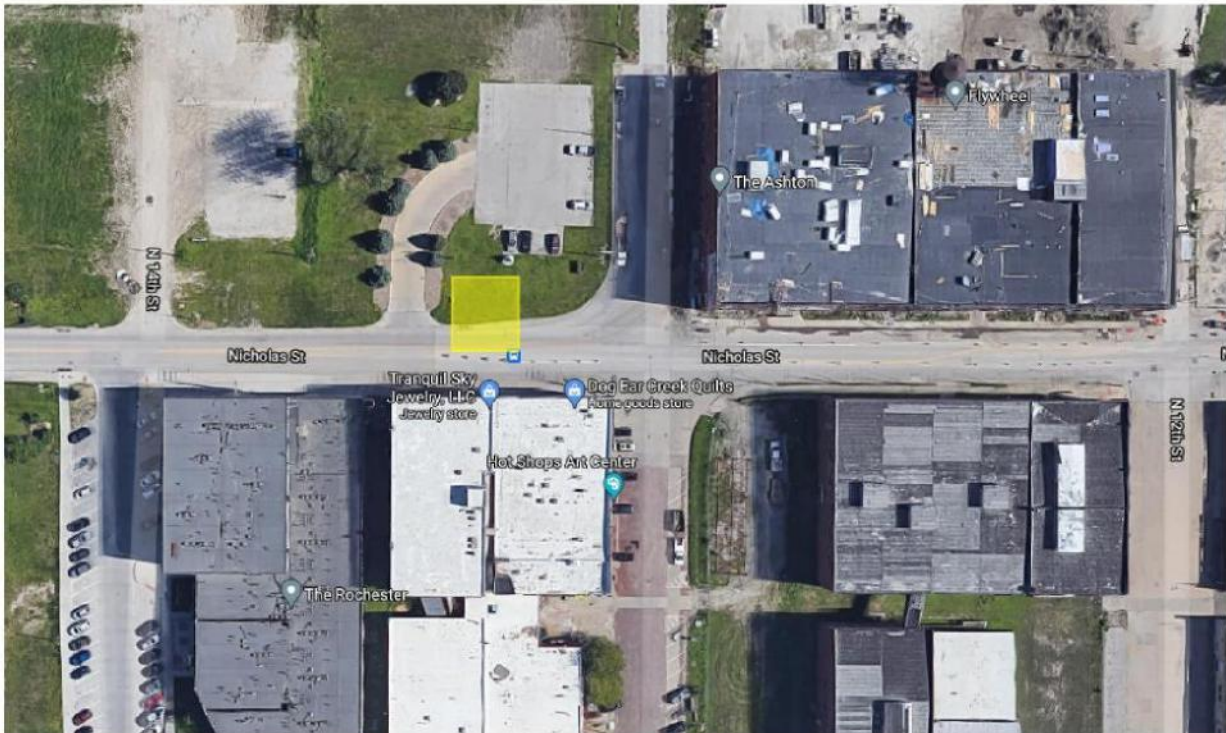
SHELTER LOCATIONS

Shelter Locations	Shelter Design	Bench	Trash Can	Bike Loops
13th & Bert Murphy NE	Full back	1	0	0
13th & Nicholas NW	Full back	1	0	0
14 th & Jones SW	Full back	1	0	0
16th and Douglas SW	Rear sidewalk access	1	0	0
16th and Farnam NW	Rear sidewalk access	1	0	0
16th and Pine NW	Full back	1	0	0
20th and Farnam NW	Rear sidewalk access	1	1	0
23rd & Cuming NE	Full back	1	0	0
24th & Pratt SW	Full back	1	0	0
24th and L St NW	Rear sidewalk access	1	1	2
25th & Dodge SW	Full back	1	0	0
30th & Patrick NE	Rear sidewalk access	1	0	2
30th & Patrick SW	Rear sidewalk access	1	0	0
30th & Upland Pkwy NE	Rear sidewalk access	1	0	0
30th and California SW	Rear sidewalk access	1	0	0
30th and Ellison NW	Full back	1	1	2
30th and Fort NE	Rear sidewalk access	1	0	0
30th and Fort NW	Full back	1	0	0
30th and Webster SE	Full back	1	0	0
N 31 st Street and Ferry St	Turn around & Bus stop	0	0	0
38th & Cuming NE	Full back	1	0	0
40th & Cuming NW	Full back	1	1	0
4181 Woolworth - VA Hospital	Full back	1	0	0
42nd and Ames SW	Full back	1	0	0
42nd and Dewey NW	Full back	1	0	0
42nd and Dewey SE	Full back	1	1	2
42nd and Williams NE	Full back	1	0	0
52nd and NW Radial NW	Full back	1	0	0
55th & Center SW	Full back	1	0	0
Florence and Spencer NW	Full back	1	0	0
N 21st St E & Locust NW	Full back	1	0	0
Park Ave and Woolworth SE	Full back	1	0	0
Turner Blvd & Leavenworth SW	Full back	1	0	0

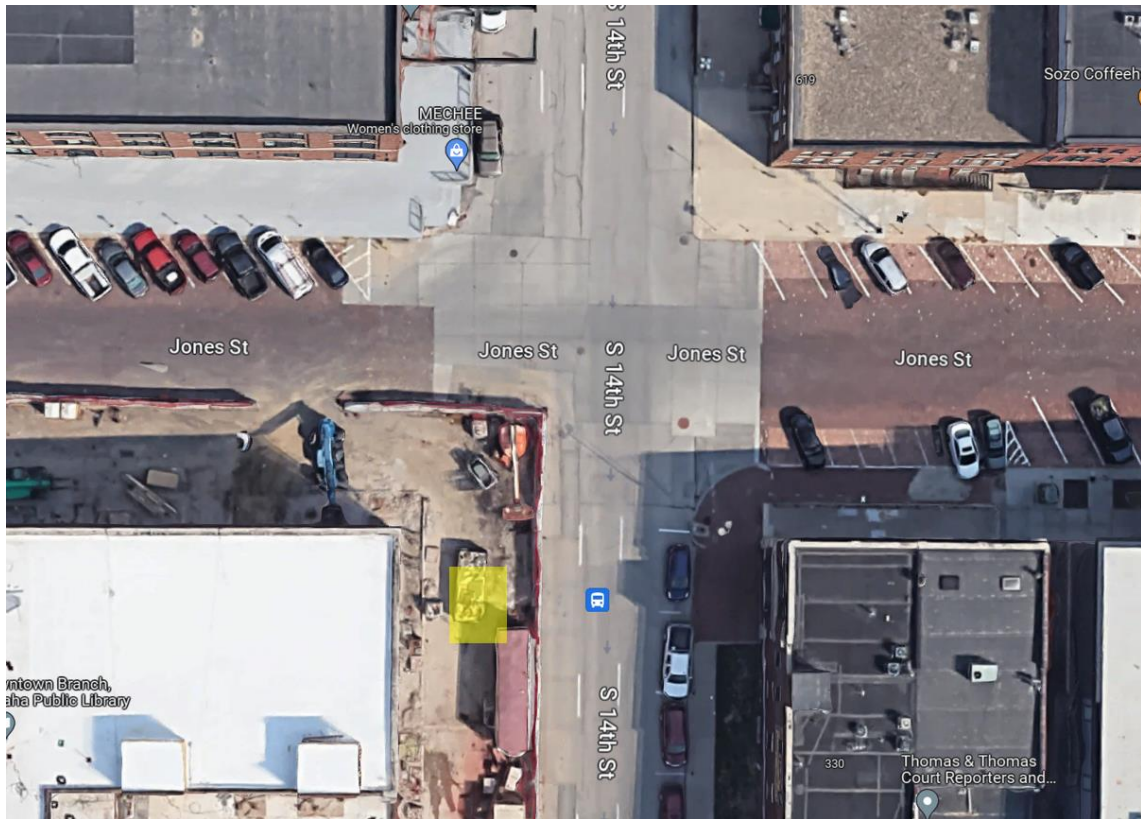
13th & Bert Murphy NE



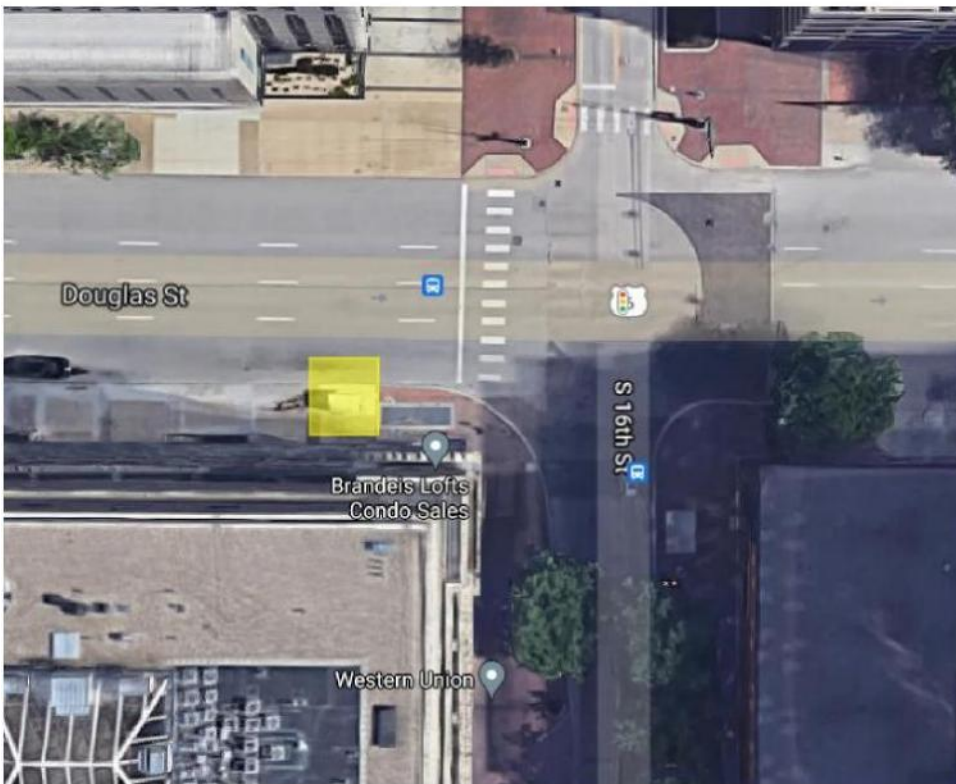
13th & Nicholas NW



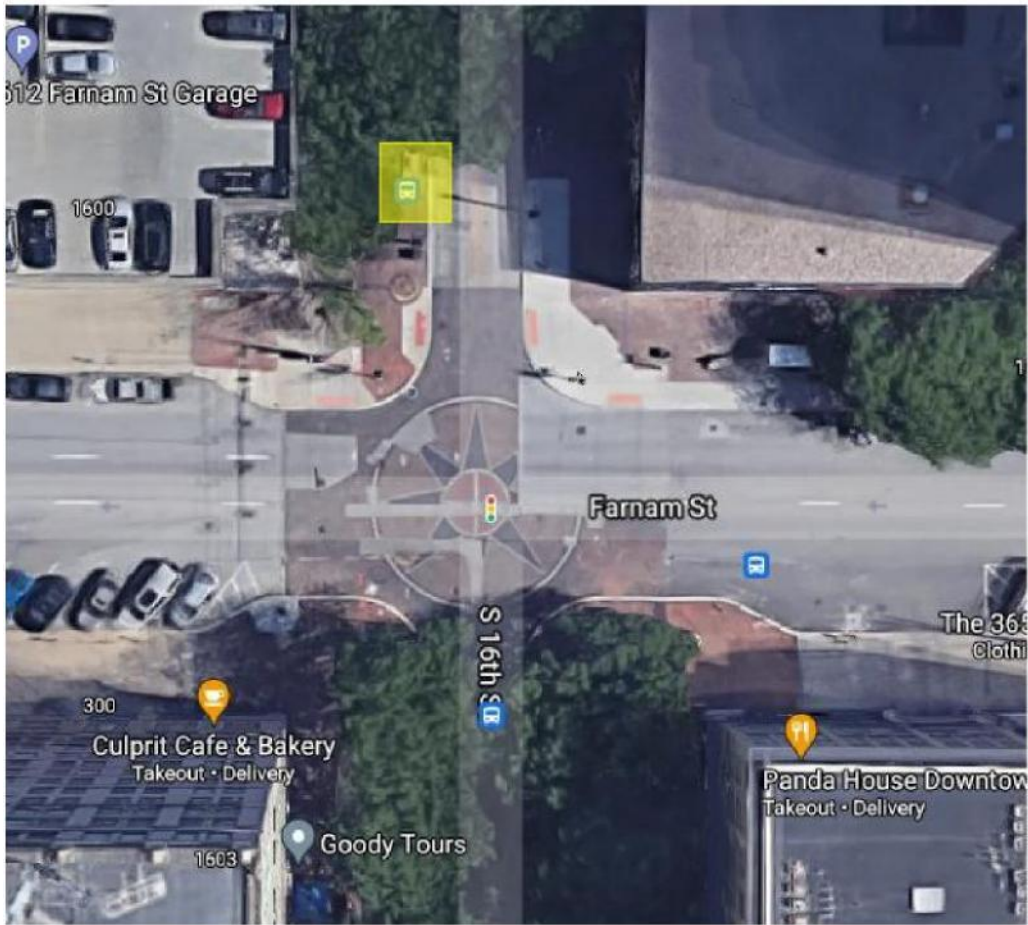
14th & Jones SW



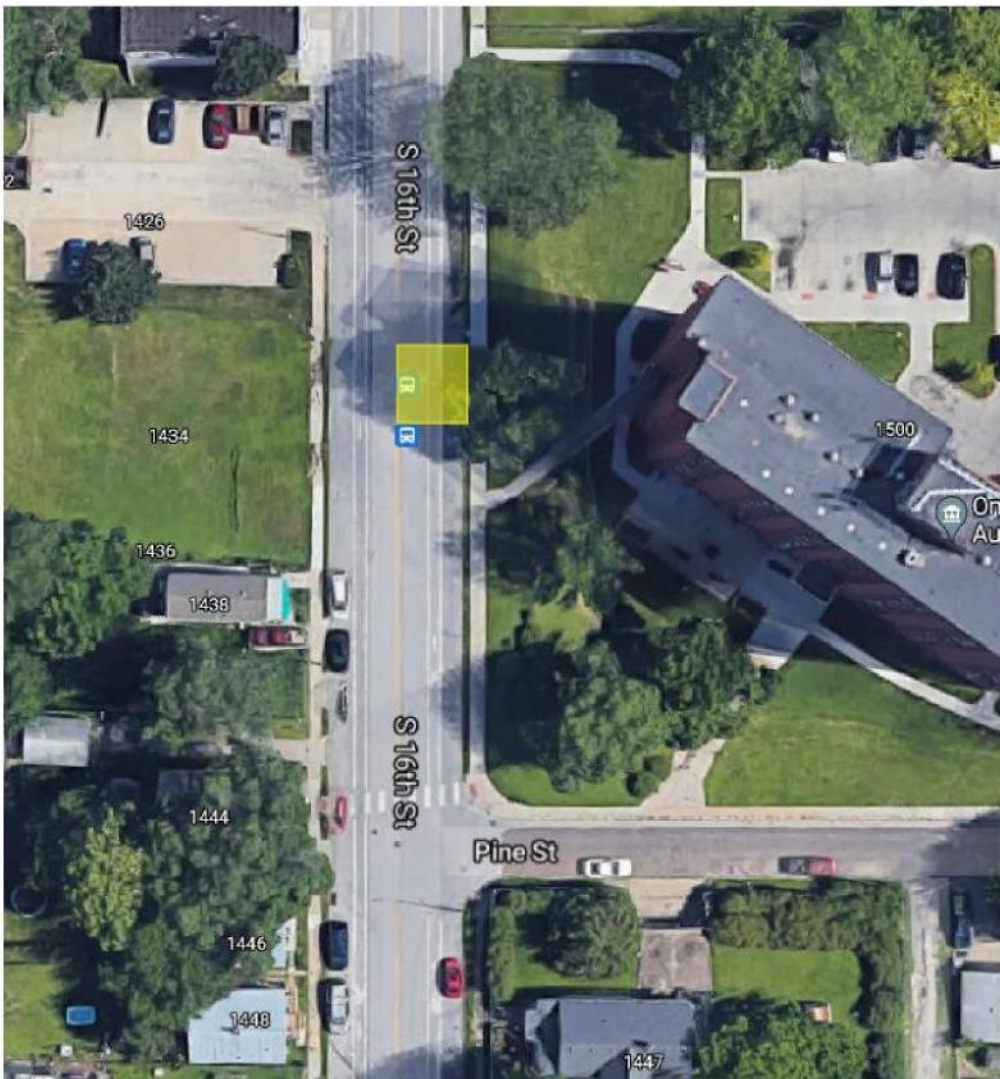
16th & Douglas SW



16th & Farnam NW



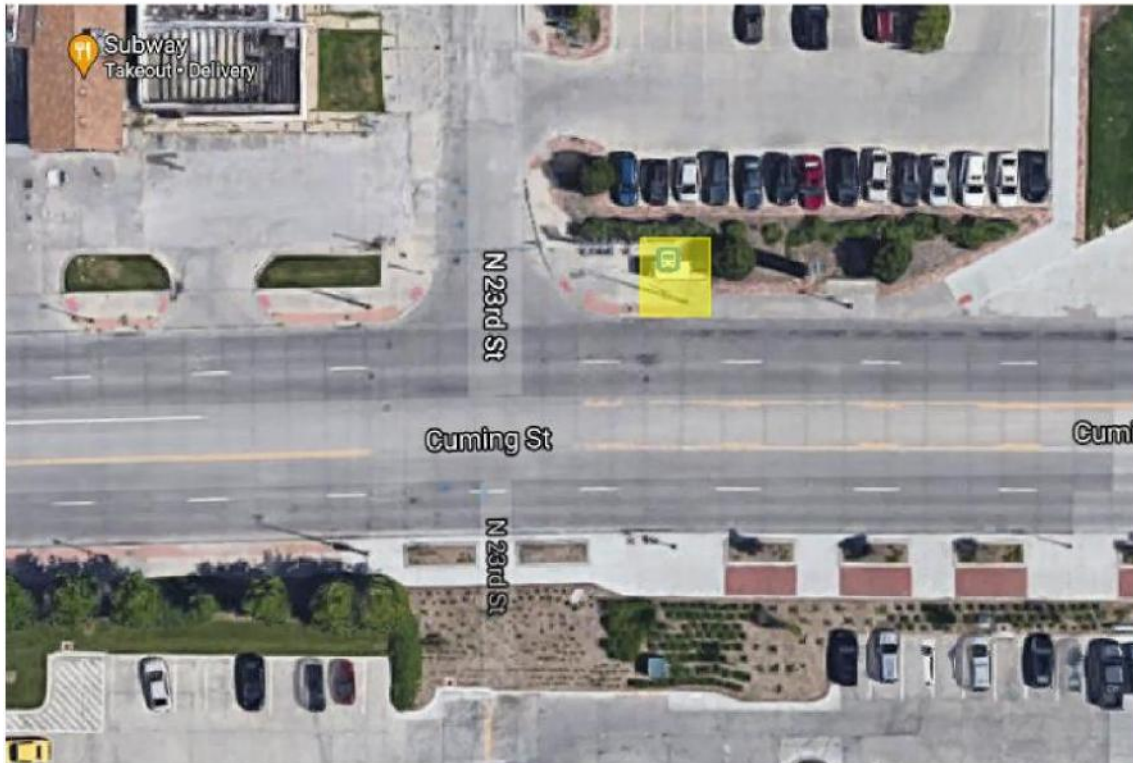
16th & Pine NW



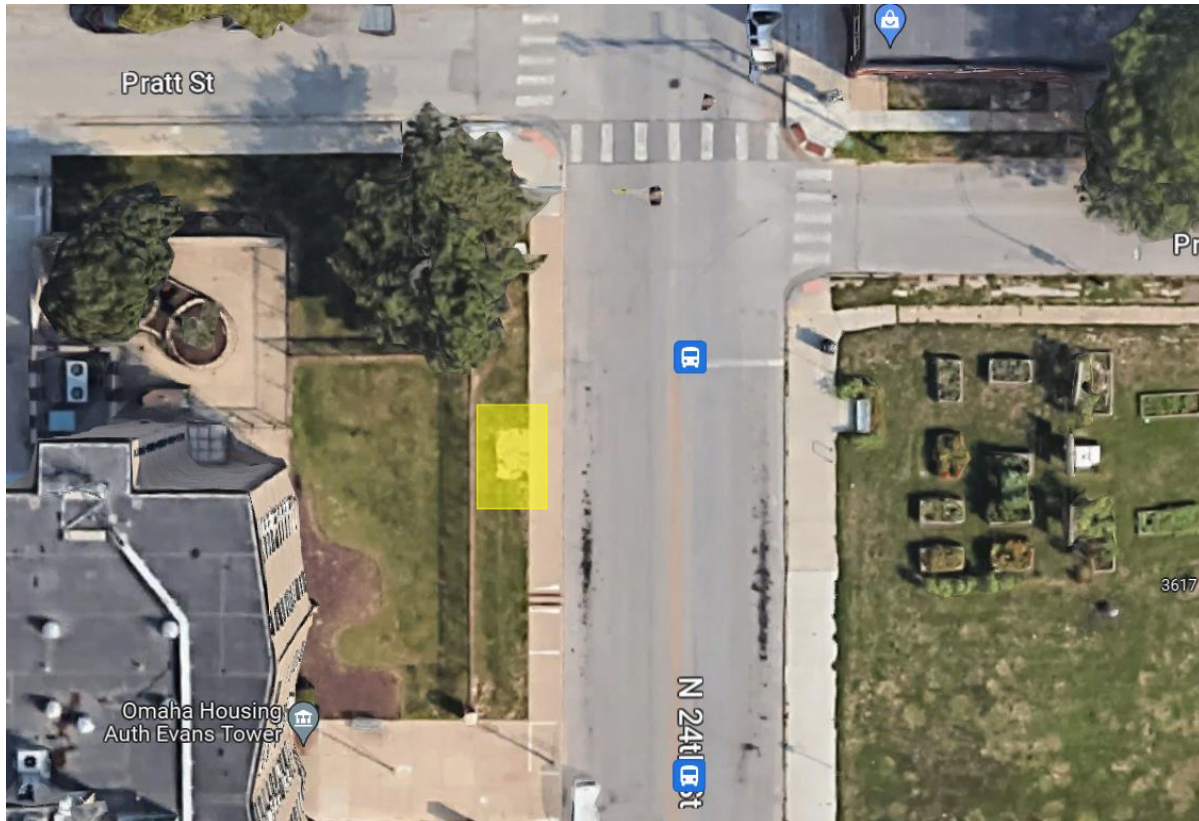
20th & Farnam NW



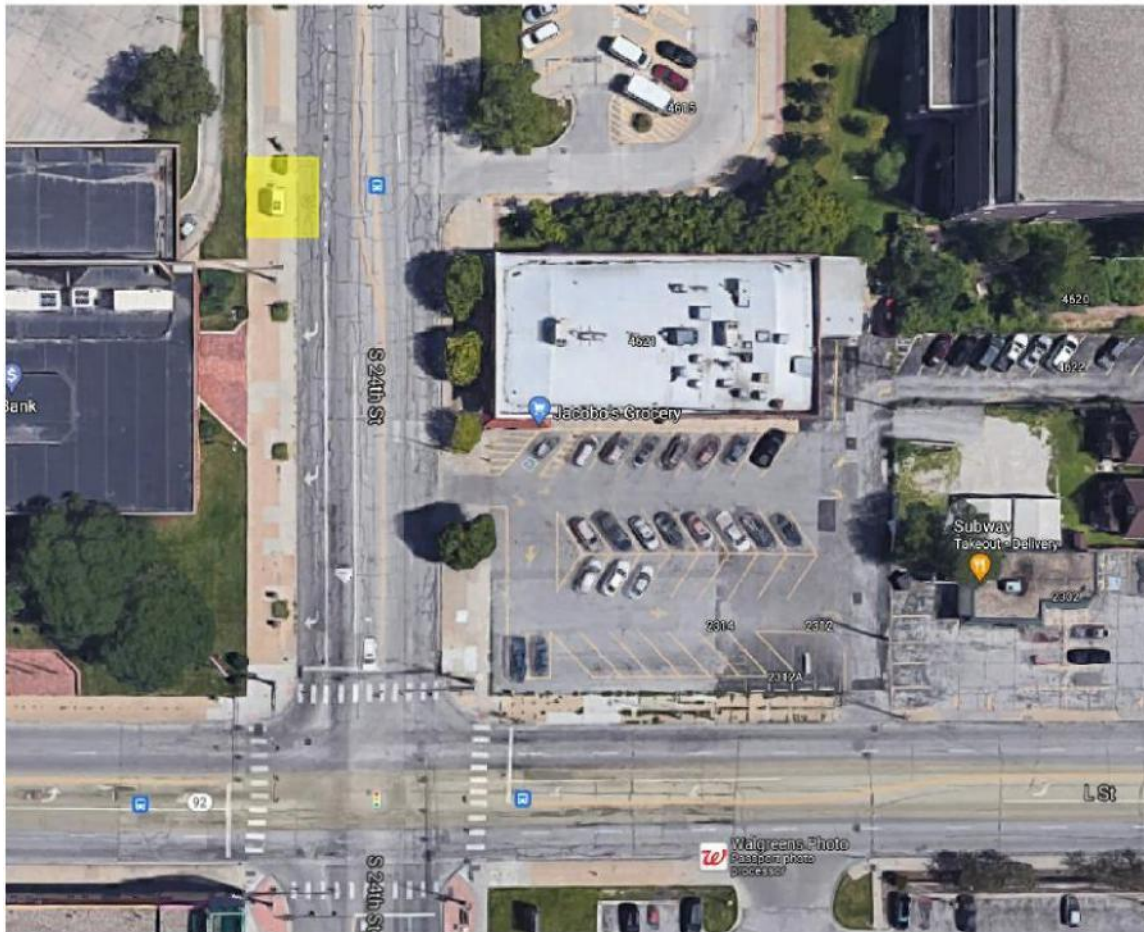
23rd & Cuming NE



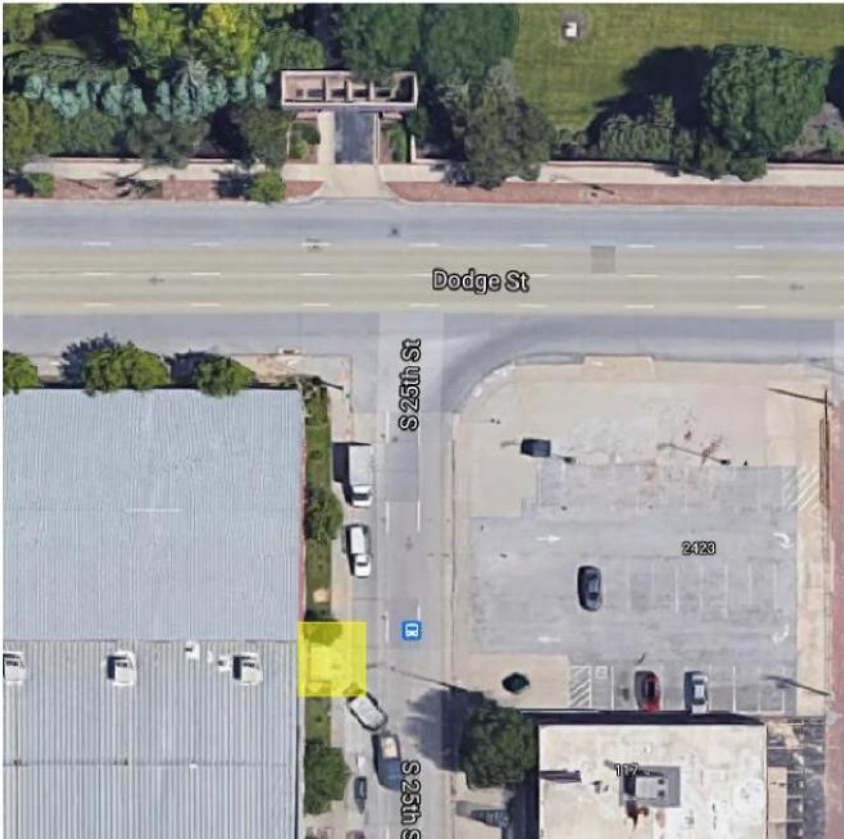
24th & Pratt SW



24th & L St NW



25th & Dodge SW



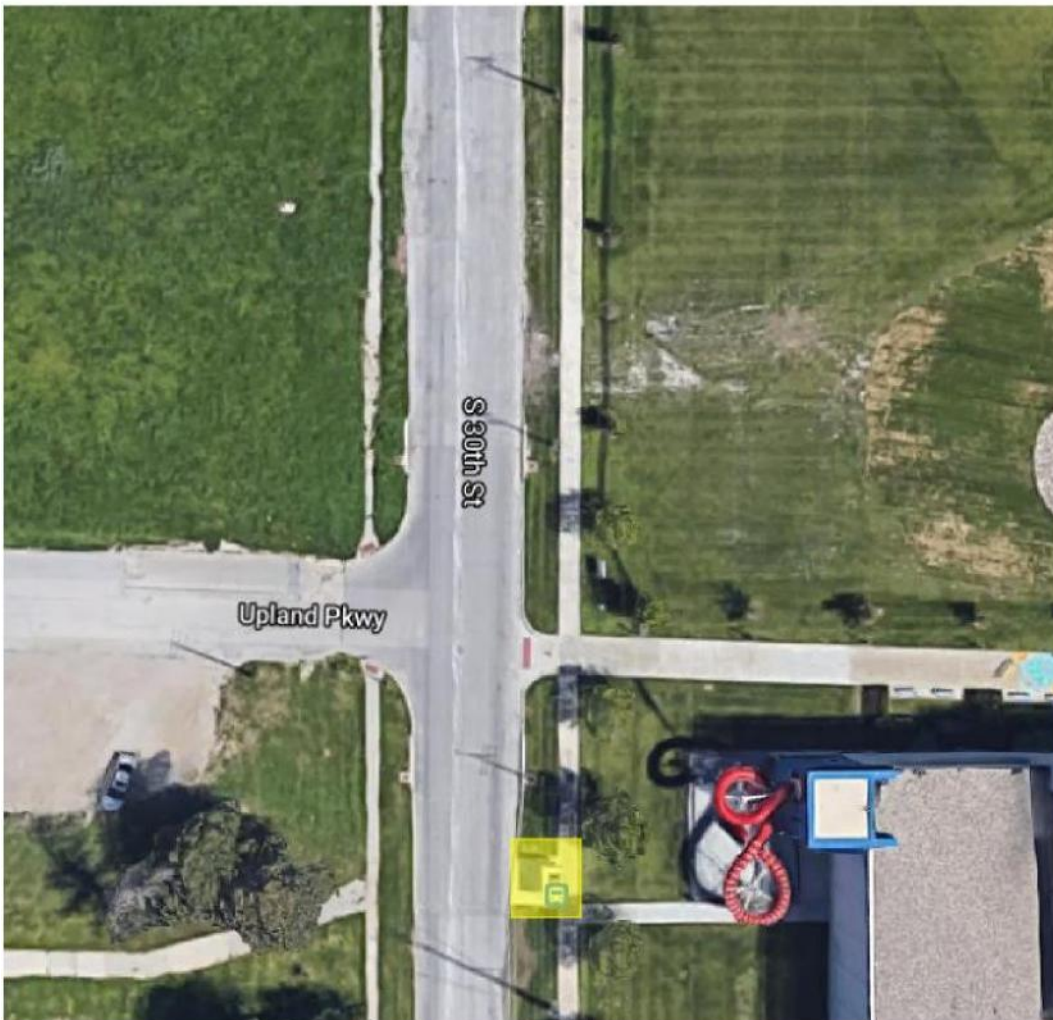
30th & Patrick NE



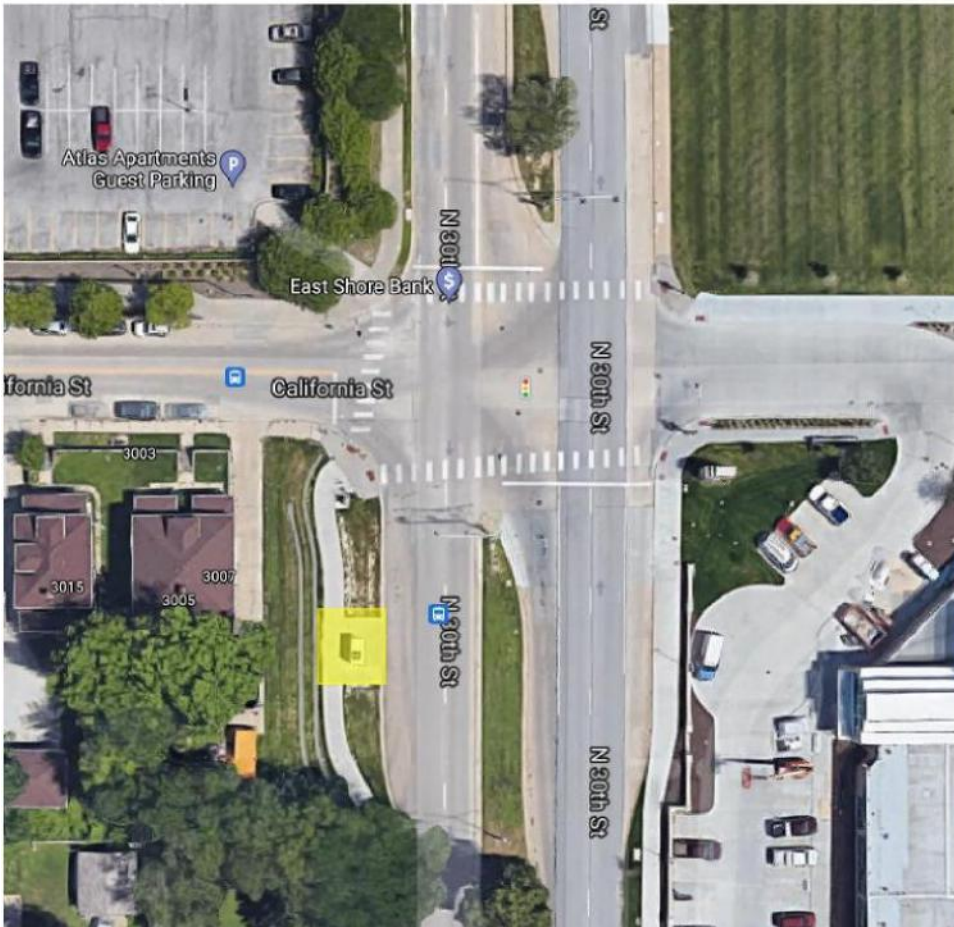
30th & Patrick SW



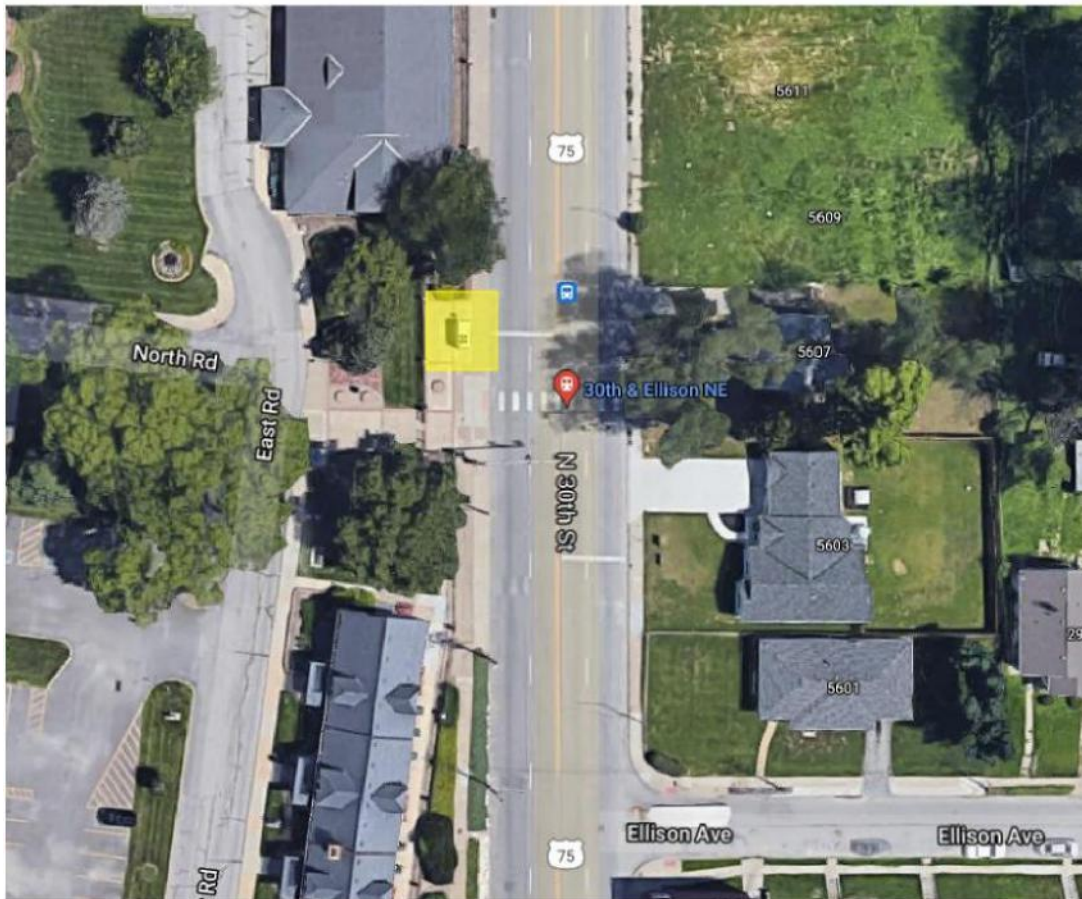
30th & Upland Pkwy NE



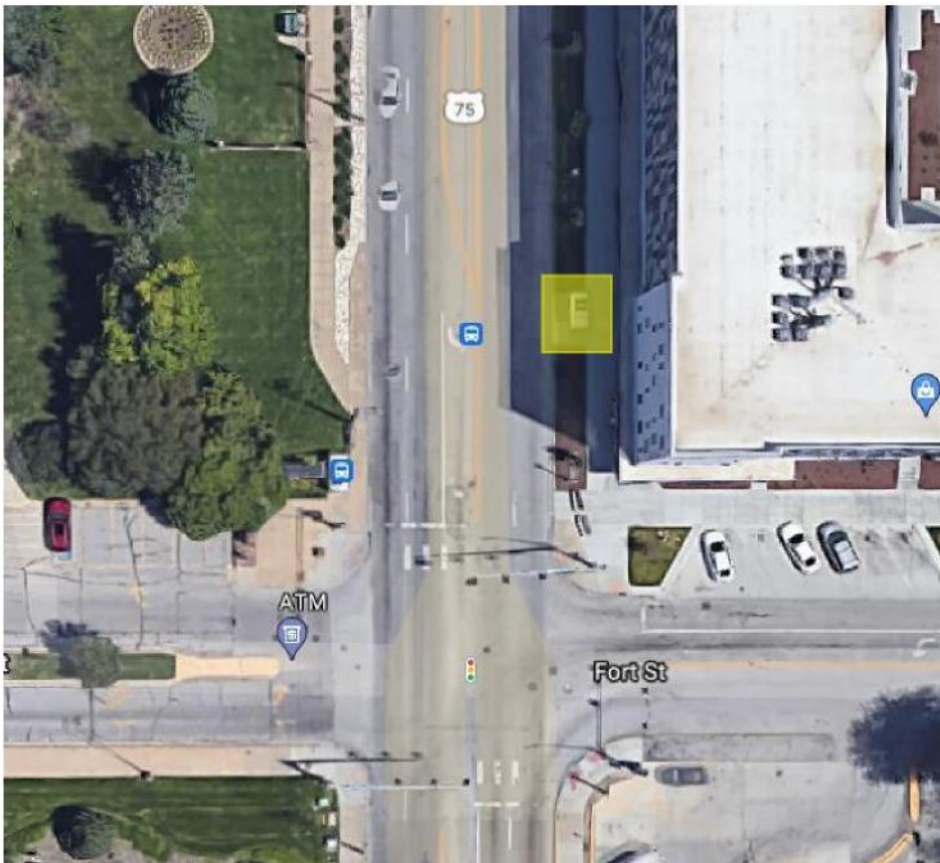
30th & California SW



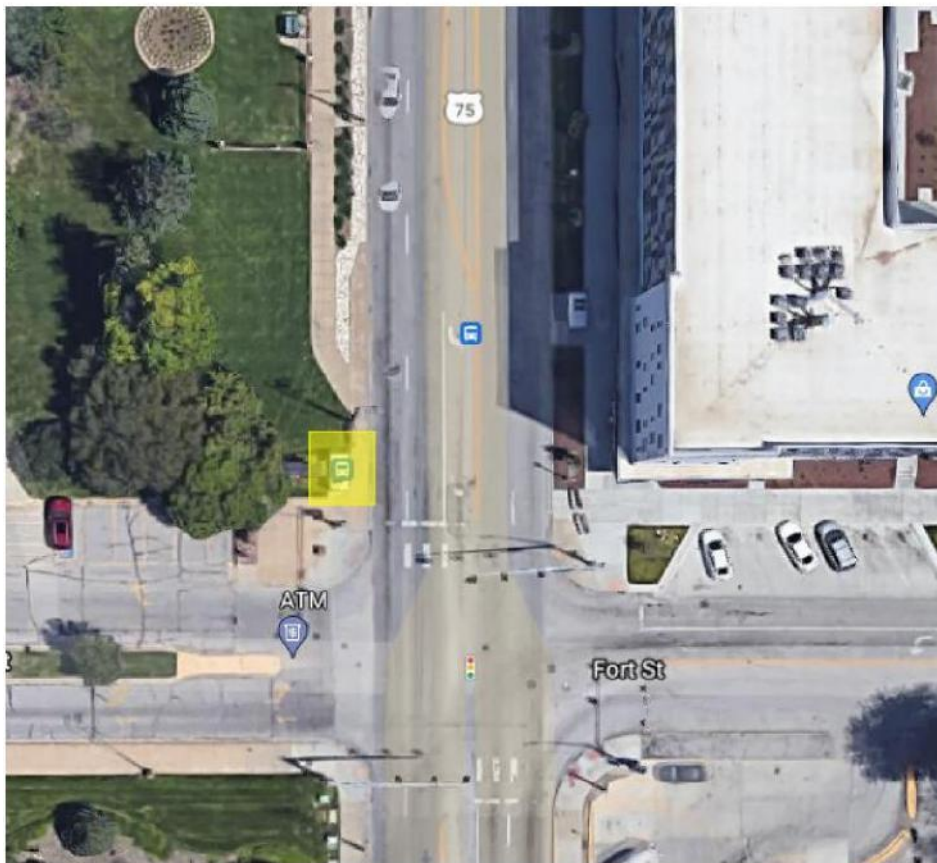
30th & Ellison NW



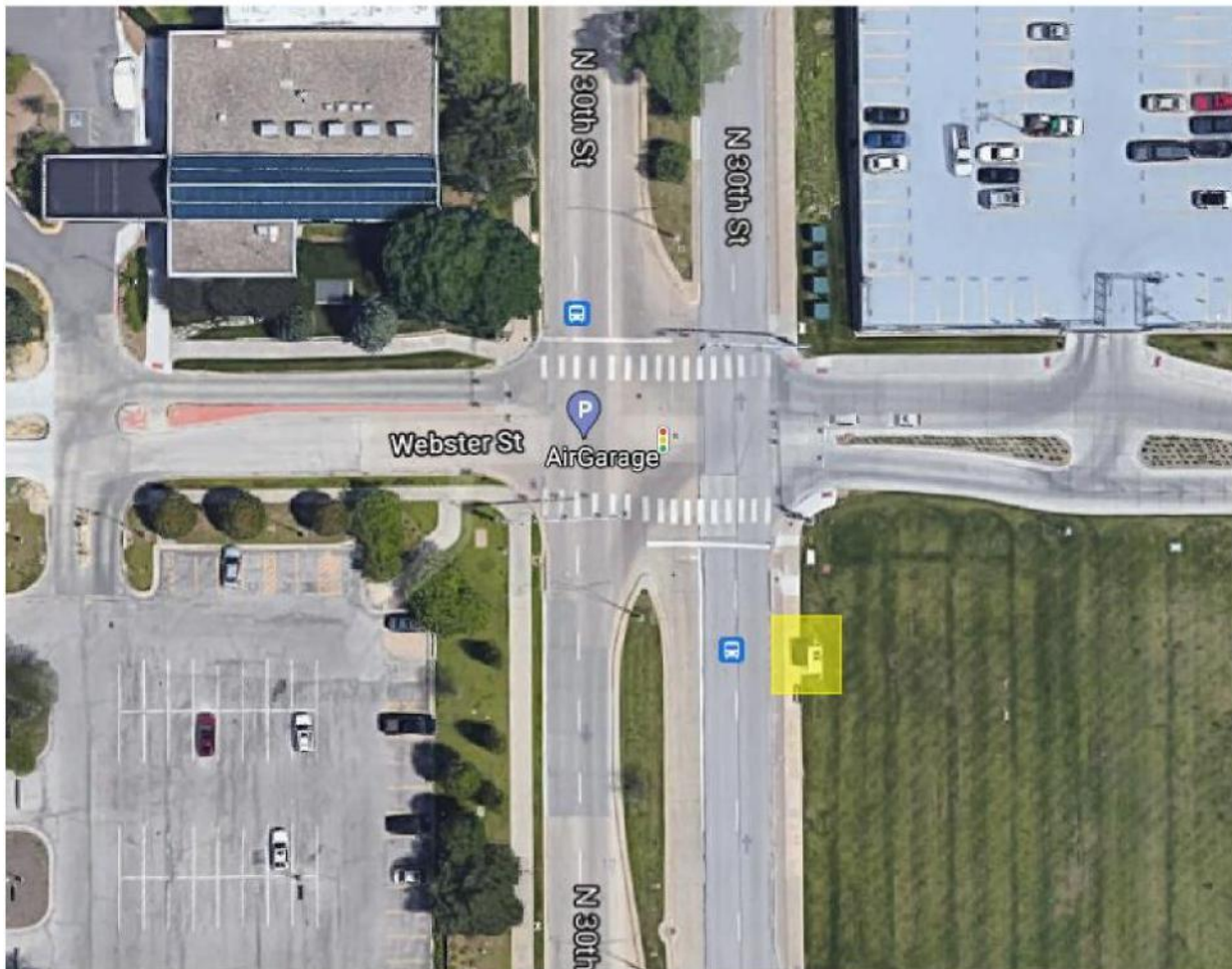
30th & Fort NE



30th & Fort NW



30th & Webster SE

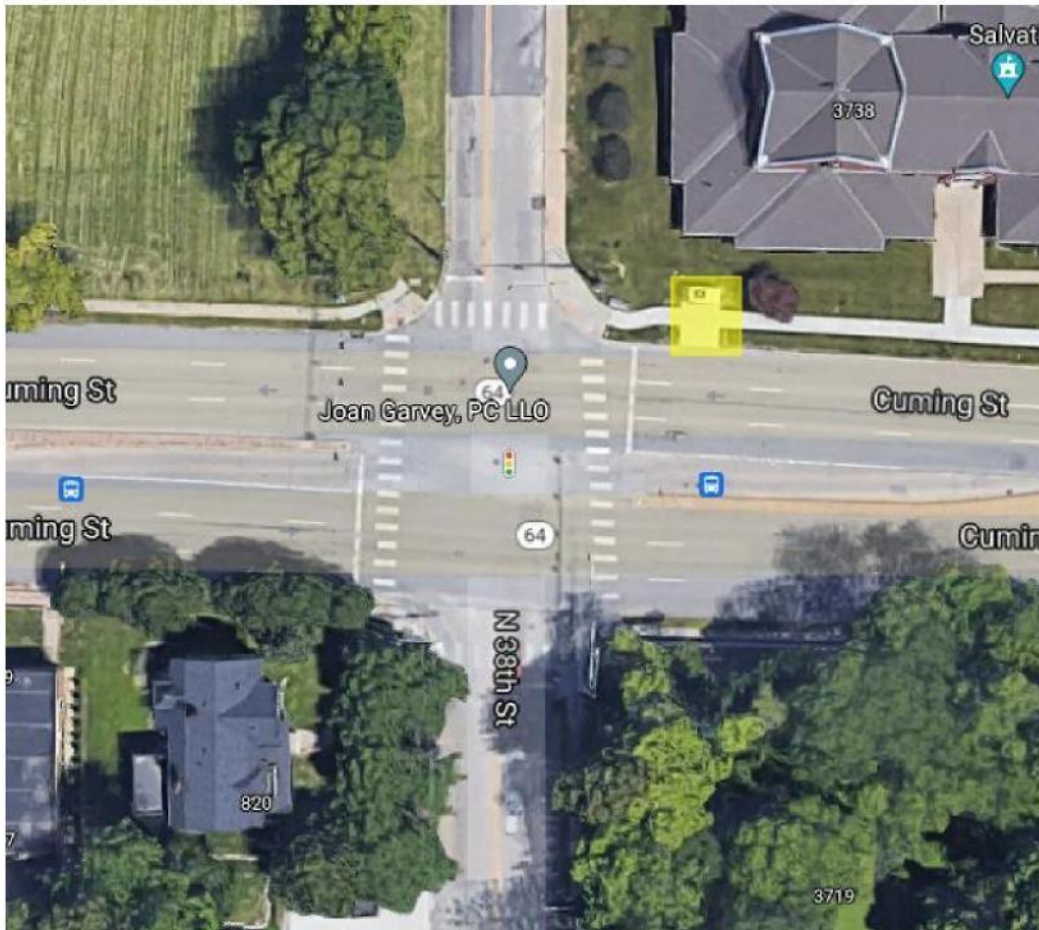




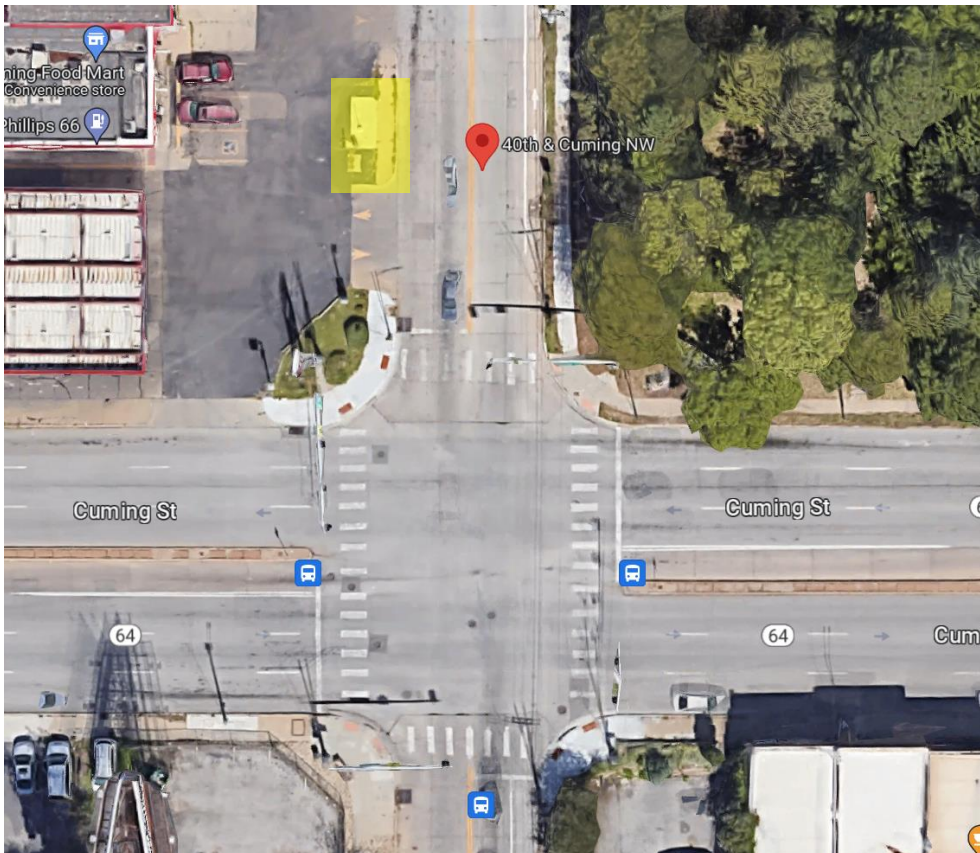
— Please clear snow from this area to ensure buses can utilize this loop road to turn around on to Ferry Street

— Please ensure snow is not piled here to a height that impacts visibility for buses turning left on to Ferry Street

38th & Cuming NE



40th & Cuming NW



4181 Woolworth - VA Hospital



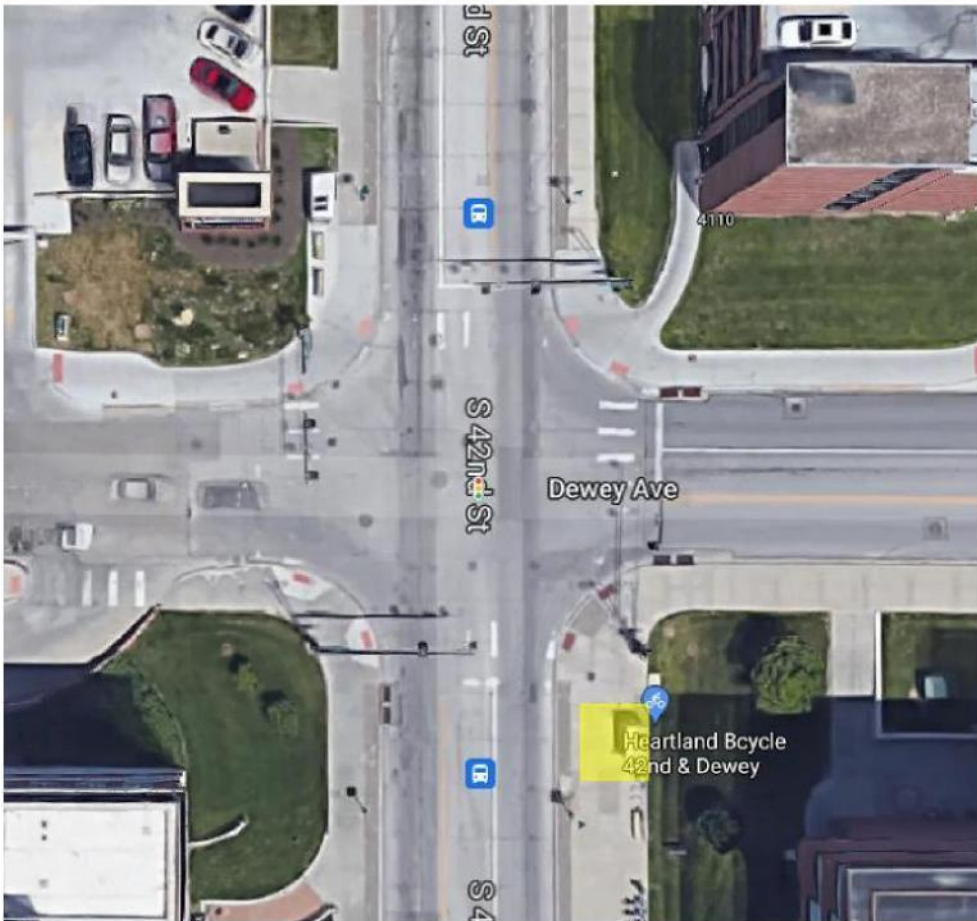
42nd & Ames SW



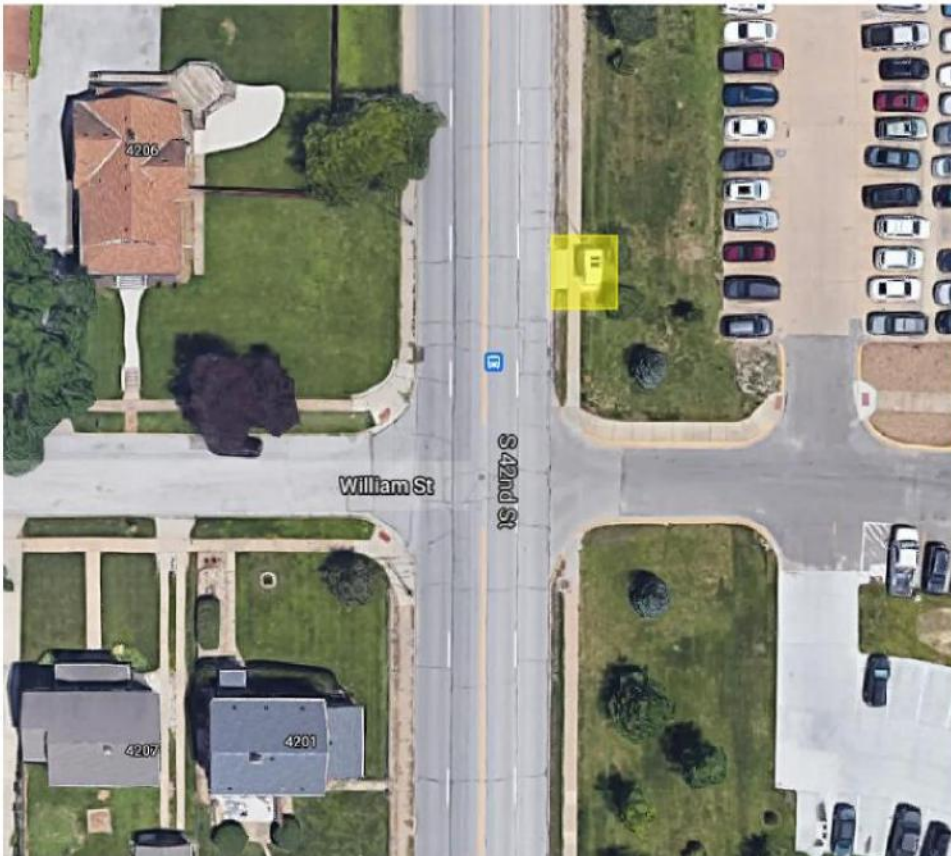
42nd & Dewey NW



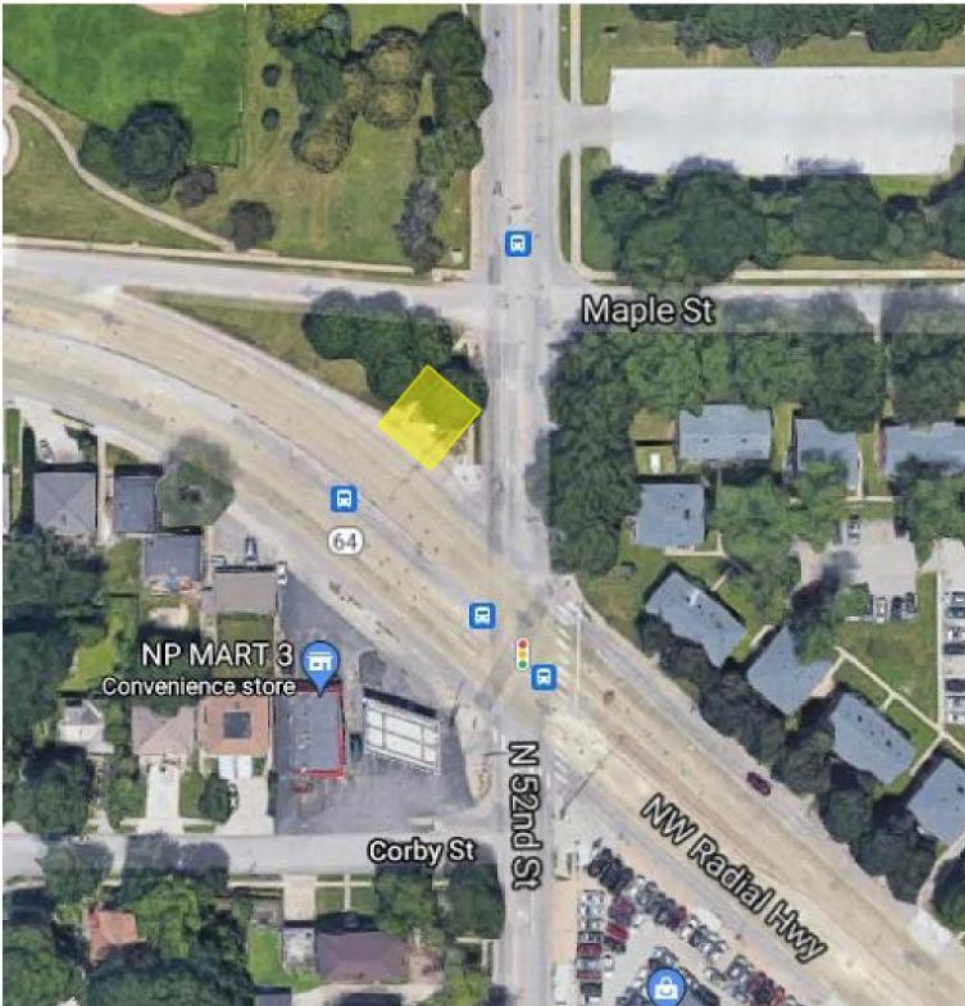
42nd & Dewey SE



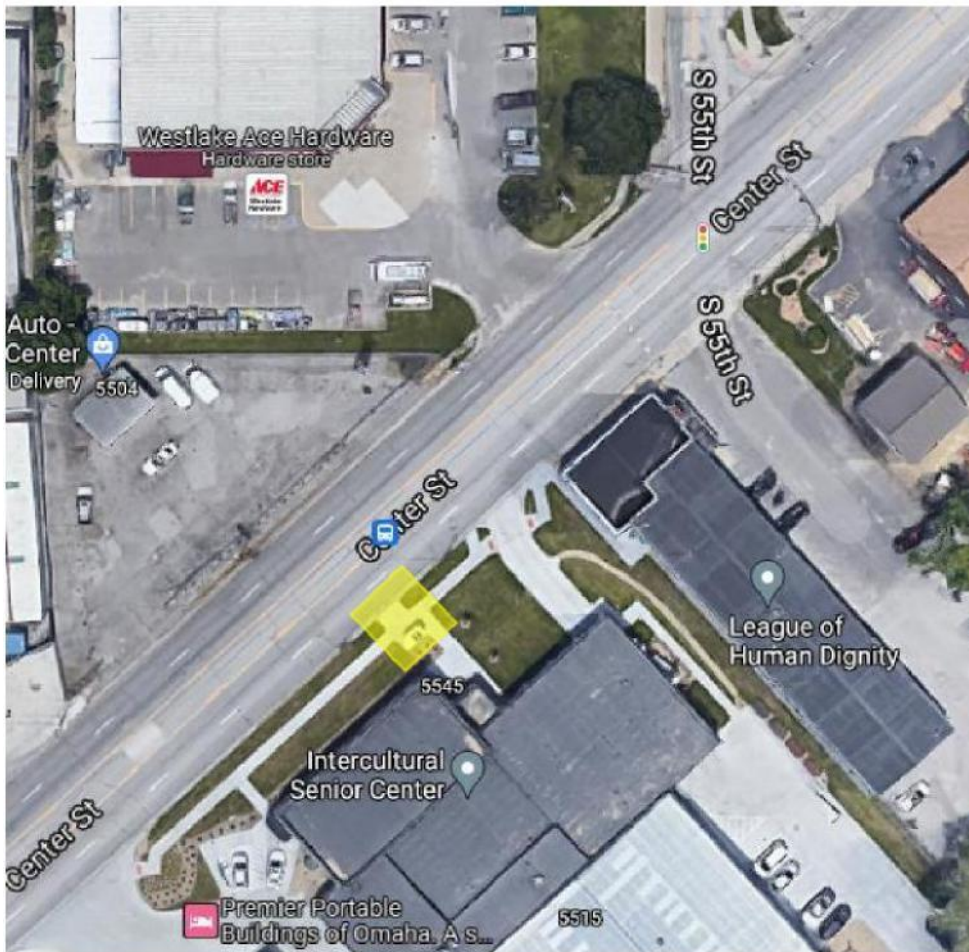
42nd & William NE



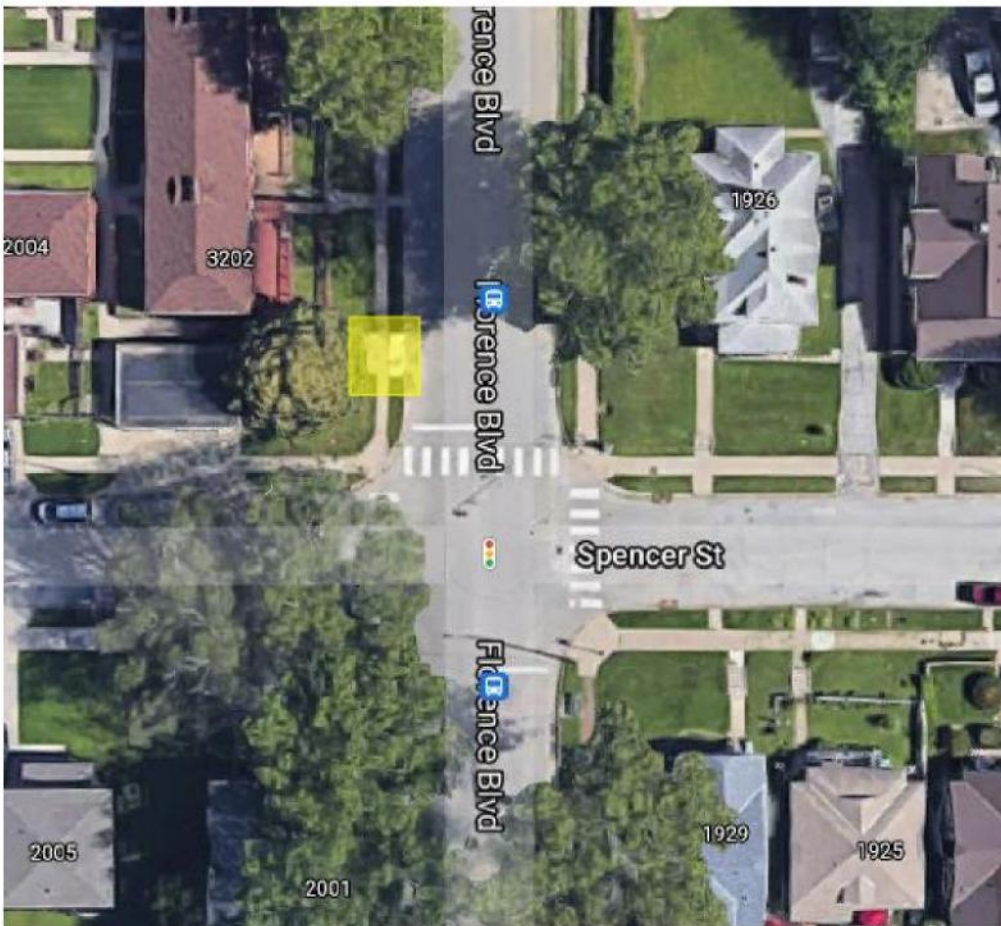
52nd & NW Radial NW



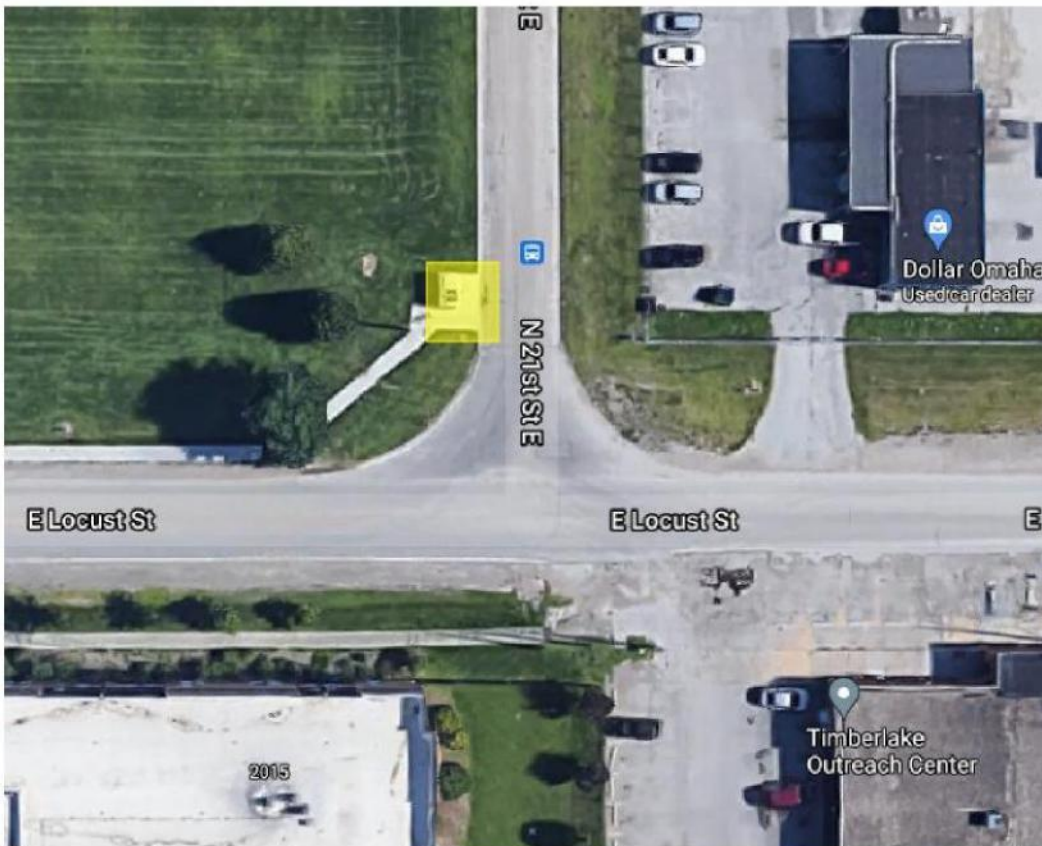
55th & Center SW



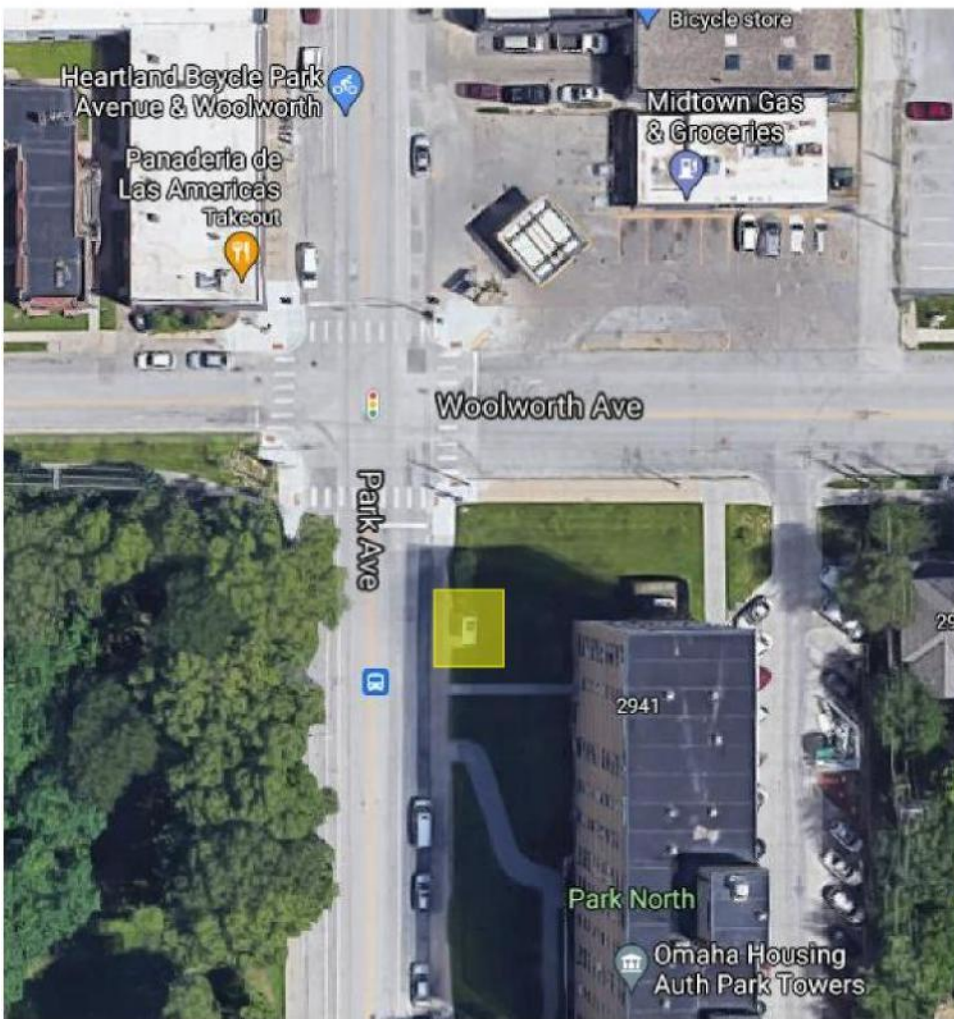
Florence & Spencer NW



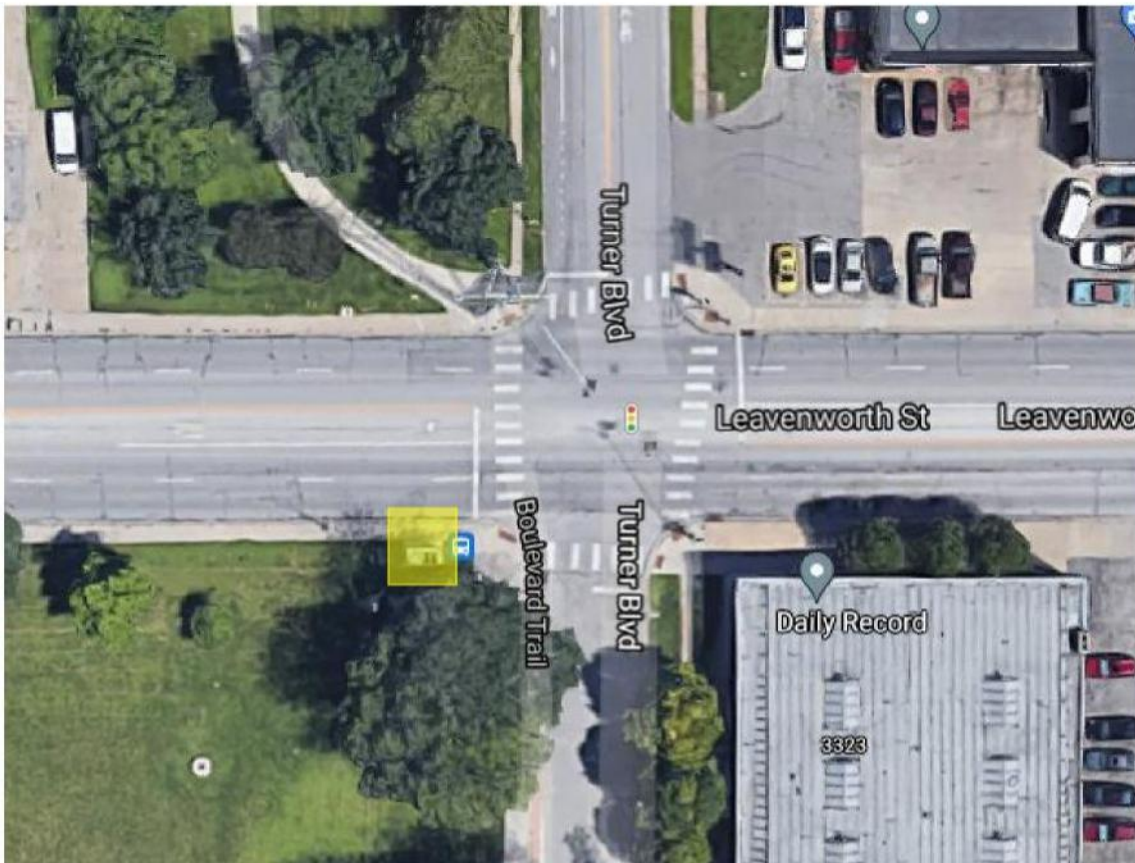
N 21st & E Locust NW



Park Ave & Woolworth SE



Turner Blvd & Leavenworth SW



Station Name	Station Address	Station Back	Direction On Dodge	Station Size (in Sq Ft)
8 th & Farnam NW Station	298 S 8 th Street	Blocked	WB	750
10 th & Douglas SW Station	1009 Douglas Street	Blocked	EB	2211
12 th & Dodge NW Station	1220 Dodge Street	Blocked	WB	2095
15 th & Douglas SE Station	1485 Douglas Street	Step	EB	1196
15 th & Dodge NW Station	1518 Dodge Street	Pass Through	WB	911
19 th & Douglas SW Station	1905 Douglas Street	Blocked	EB	2095
20 th & Dodge NE Station	1990 Dodge Street	Blocked	WB	2307
24 th & Douglas SE Station	2385 Douglas Street	Blocked	EB	1630
24 th & Dodge NW Station	2404 Dodge St	Step	WB	1290
Park Ave & Douglas SW Station	2955 Douglas Street	Blocked	EB	1394
Park Ave & Dodge NE Station	2914 Dodge St	Blocked	WB	1704
33 rd & Dodge SW	3235 Dodge Street	Blocked	EB	560
33 rd & Dodge NW Station	3304 Dodge Street	Blocked	WB	842
42 nd & Dodge SE Station	4105 Dodge Street	Blocked	EB	810
42 nd & Dodge NE Station	4190 Dodge Street	Blocked	WB	892
49 th & Dodge SE Station	4885 Dodge Street	Pass Through	EB	919
49 th & Dodge NE Station	4890 Dodge Street	Step	WB	1535

ORBT Stations



8th & Farnam ORBT Station



10th & Douglas (eastbound)



12th & Dodge (westbound)



15th & Douglas (eastbound)



15th & Dodge (westbound)



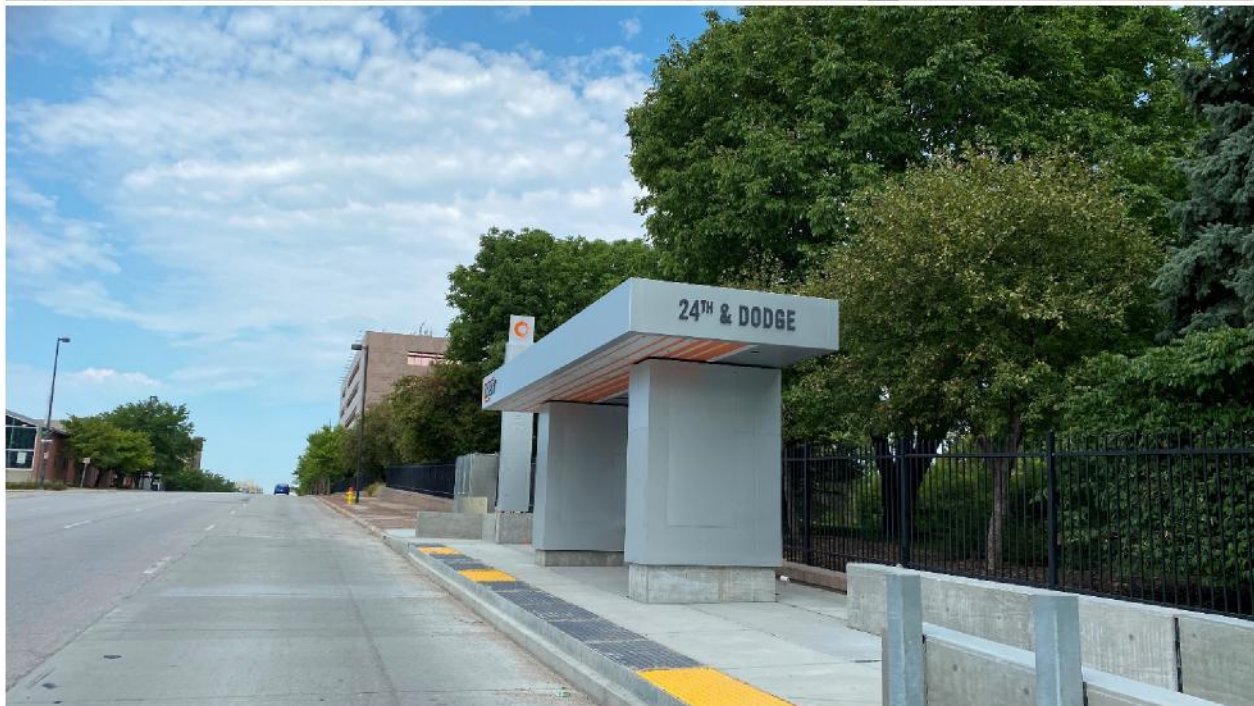
19th & Douglas (eastbound)



20th & Dodge (westbound)



24th & Douglas (eastbound)



24th & Dodge (westbound)



Park Ave & Douglas (eastbound)



33rd & Dodge (westbound)



Stop 33rd & Dodge (eastbound)



42nd & Dodge (eastbound)

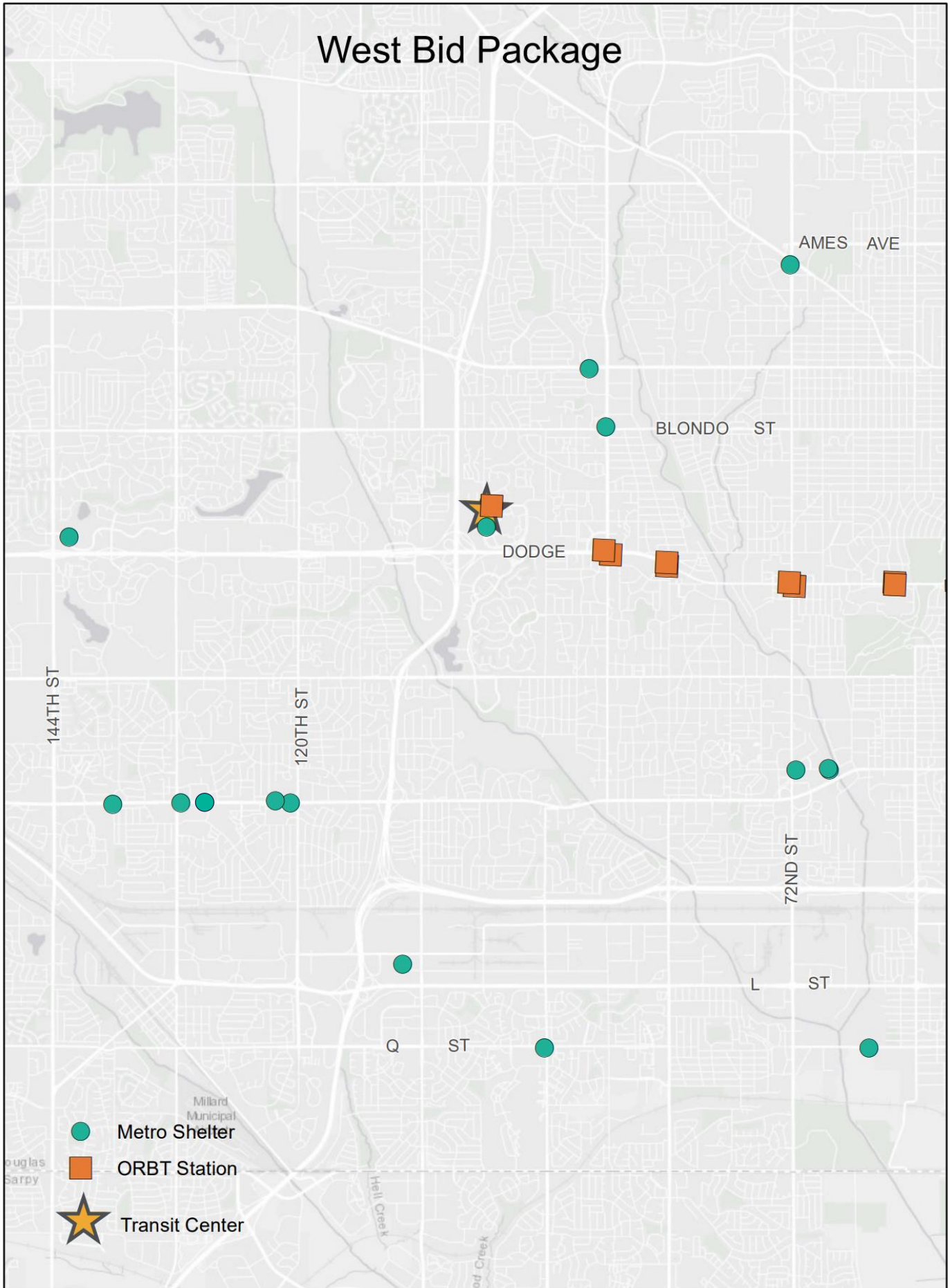


42nd & Dodge (westbound)



49th & Dodge West Bound

West Bid Package





Westroads Transit Center is located in the northwest corner of the Westroads Mall parking lot. It consists of 5 bus bays and a covered walk area. Snow and ice removal areas include all drive areas into, through, and out of the transit center, as well as covered areas of the transit center and adjacent walkways/sidewalks. Removed snow is to be piled on the west side of the Transit Center drive lane. Snow piles must not impede the sidewalk or the drivers' line of sight when merging on to Nicholas Street. The snow pile height is not to exceed three (3) feet in height. A snow blower can be used to distribute the piled snow into the island between the drive land and 102nd Street.

Aksarben Transit Center – S 68th St & Mercy Rd

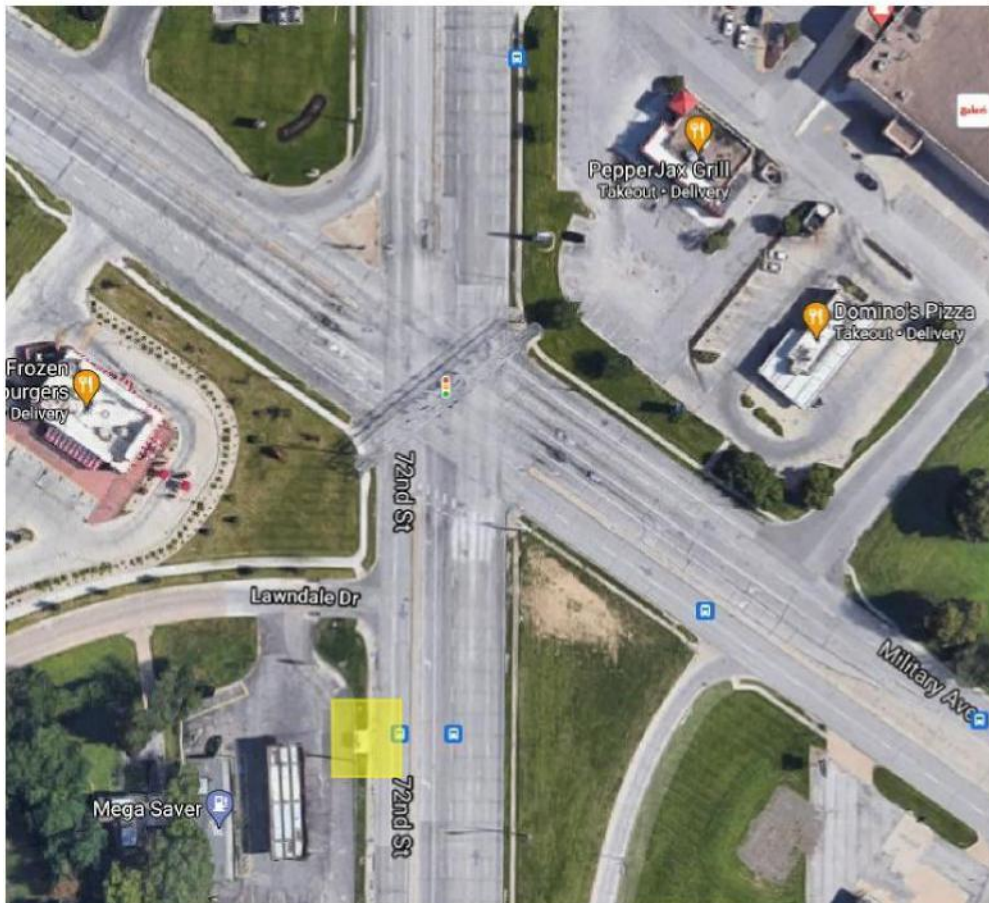


Aksarben Transit Center is the newest Metro transit center, and consists of 2 bus shelters on the north and south sides of Mercy Rd, slightly west of S 68th St. Snow and ice removal areas include concrete pads in and around both shelters, sidewalk on the south side of Mercy Rd leading east of the shelter to crossing area, and sidewalks on the north side of Mercy Rd leading east across bridge over Little Papillion Creek and leading to restroom amenity. All areas of Aksarben Transit Center require hand shovel and/or broom. Removed snow is to be piled past the edge of the sidewalk furthest from the street.

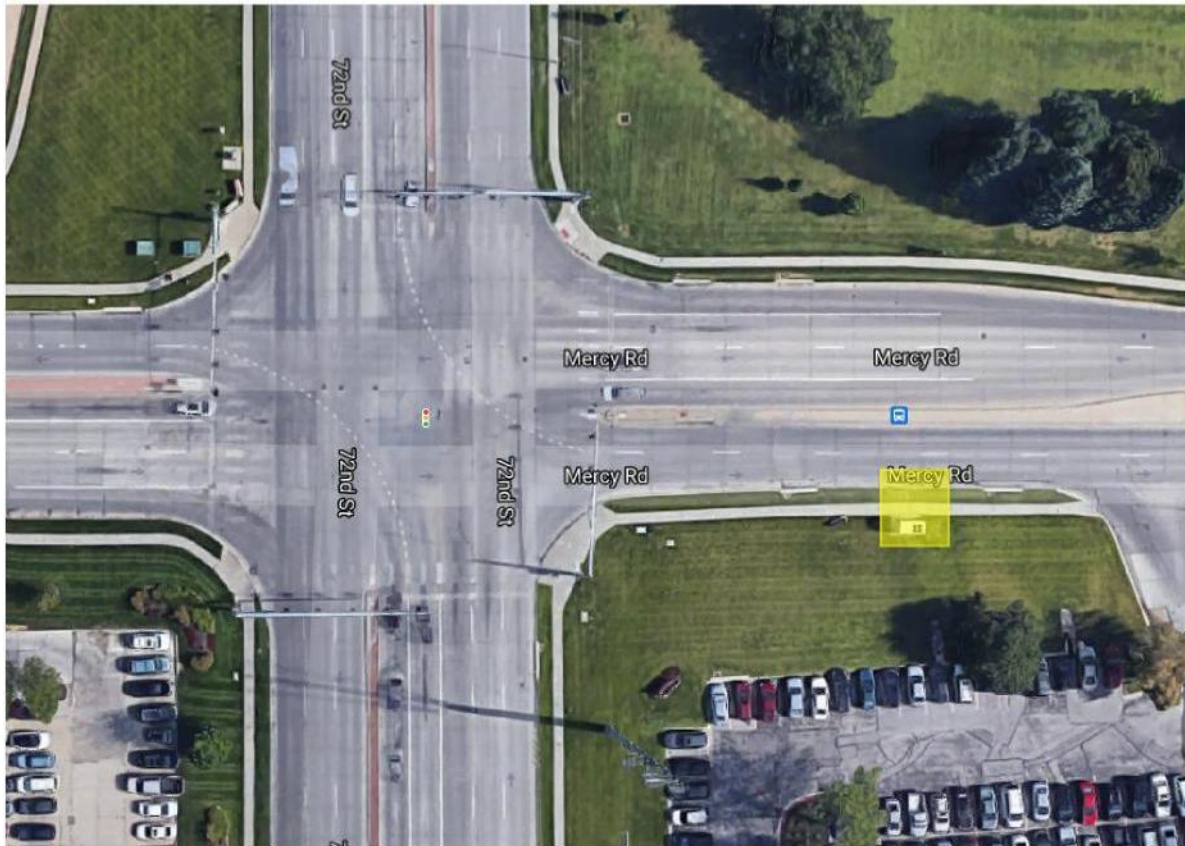
SHELTER LOCATIONS

Shelter Locations	Shelter Design	Bench	Trash Can	Bike Loops
72nd & Lawndale SW	Full back	1	0	0
72nd & Mercy SE	Full back	1	0	0
90th & Blondo NW	Full back	1	0	0
93rd & Maple SE	Full back	1	0	0
96th & Q St SW	Full back	1	0	0
FNB Park & Ride	Open back	0	0	3
Mercy & 68th/Aksarben Transit Center NW	Full back	2	1	2
Mercy & 68th/Aksarben Transit Center SW	Full back	2	1	2
102nd & Nicholas SE	Full back	1	1	2
110th & J St NW	Full back	1	0	0
120th & Center SW	Full back	1	0	0
122nd & Center NE	Full back	1	0	0
129 th Ave & Center SW	Full back	1	0	0
132 nd & Center SE	Full back	1	0	0
139th & Center SW	Full back	1	0	0

72nd & Lawndale SW



72nd & Mercy Rd SE



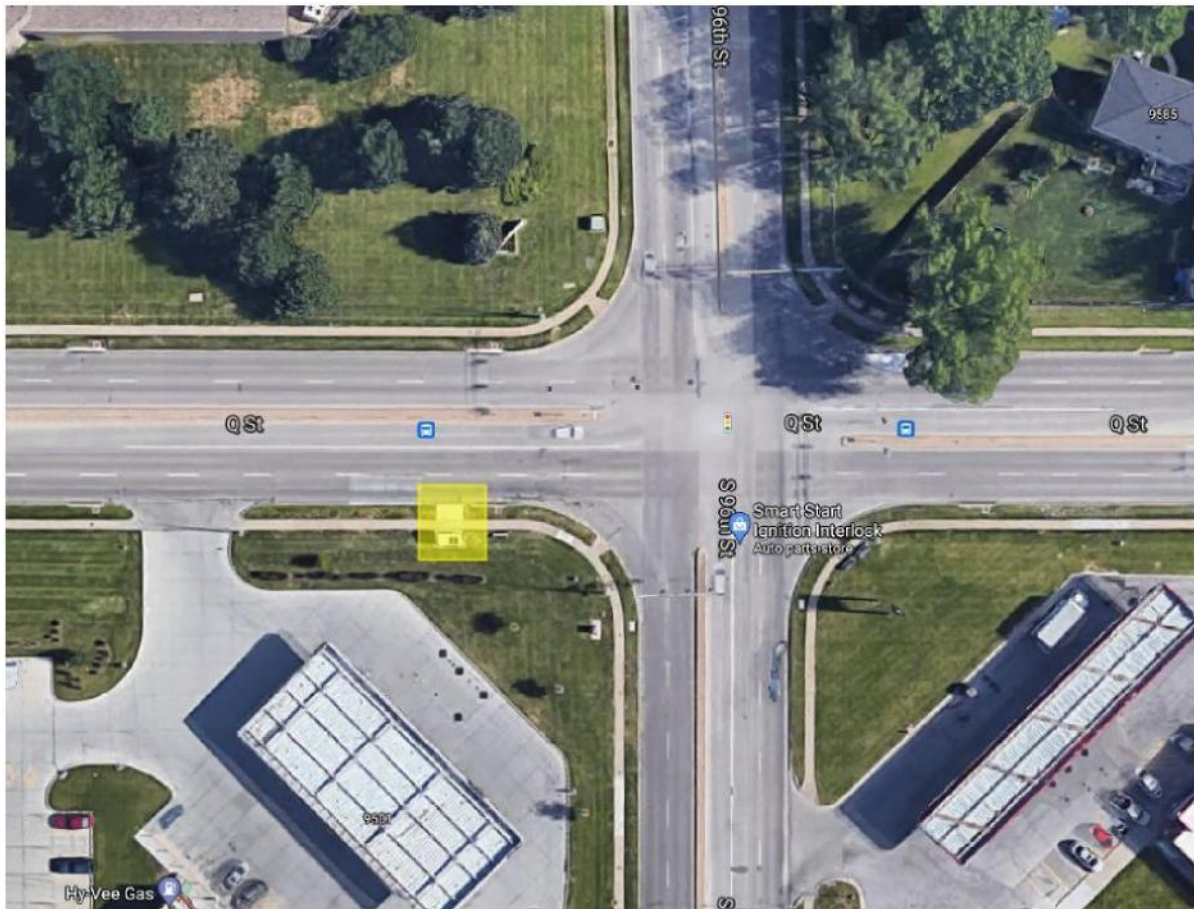
90th & Blondo NW



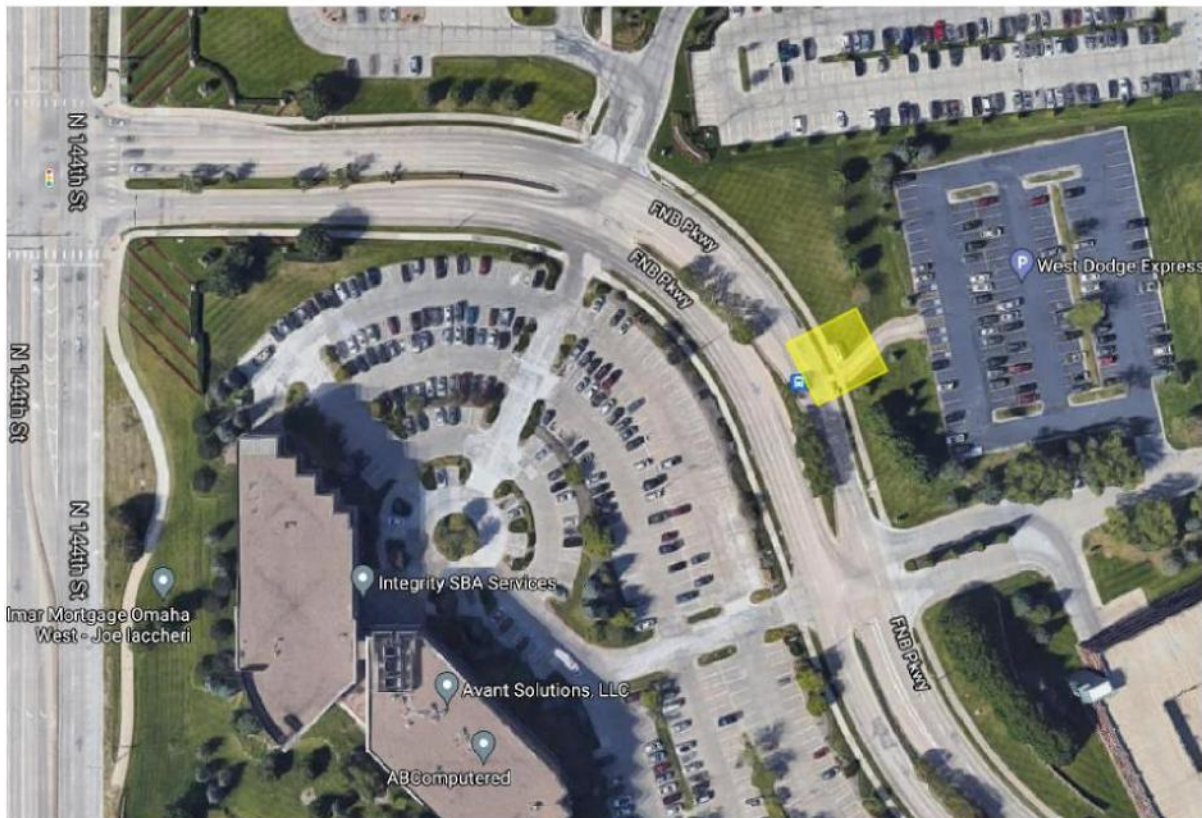
93rd & Maple SE



96th & Q St SW



FNB Park & Ride



Mercy & 68th/Aksarben Transit Center NW



Mercy & 68th/Aksarben Transit Center SW



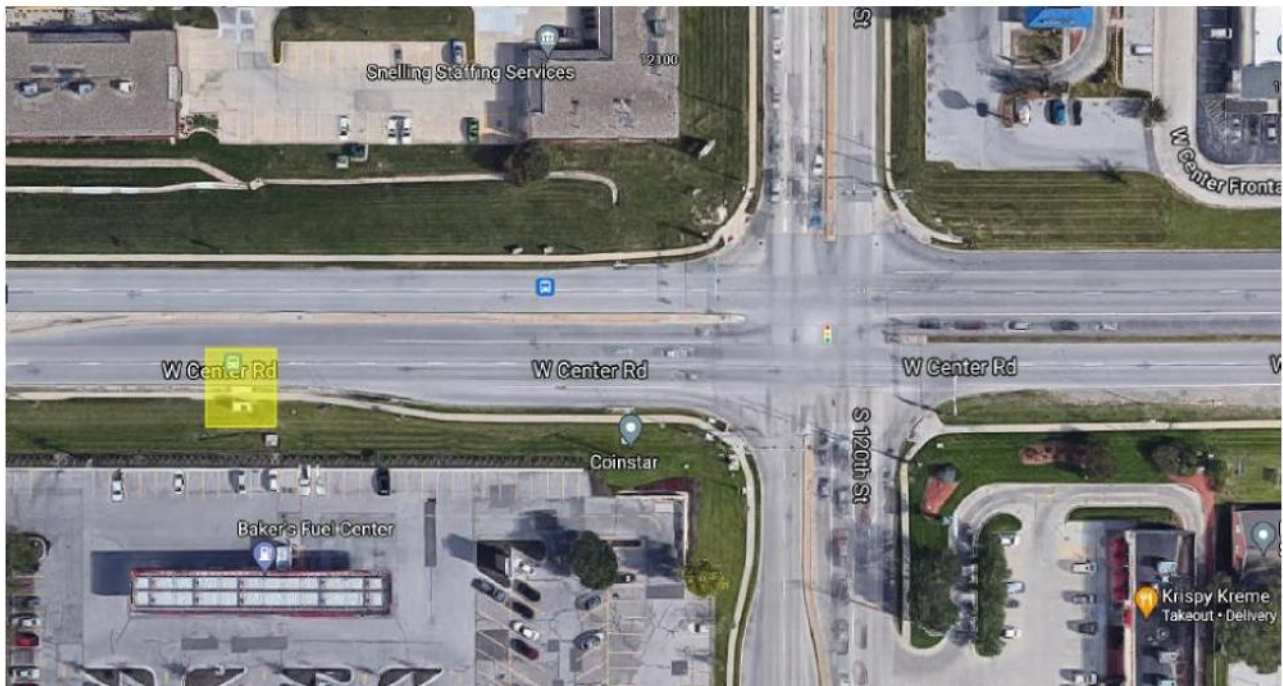
102nd & Nicholas SE



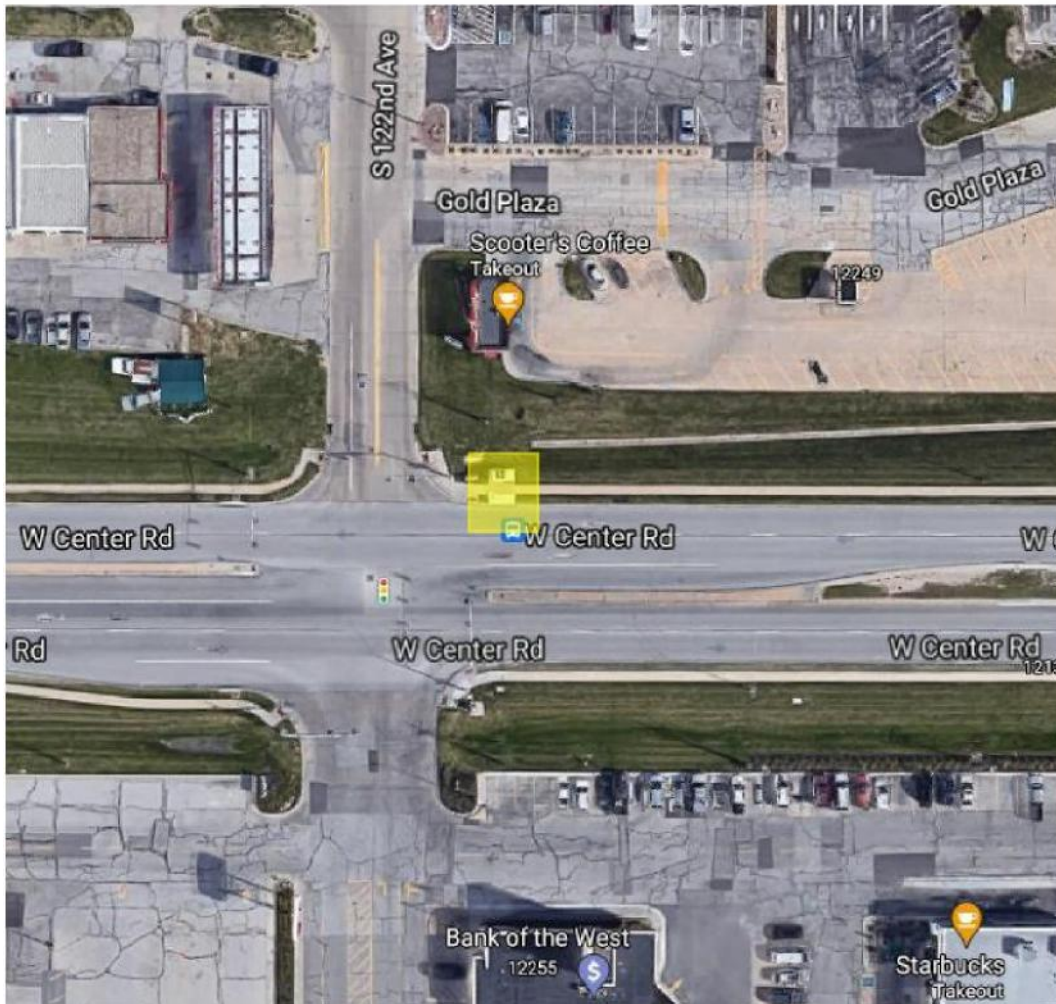
110th & J St NW



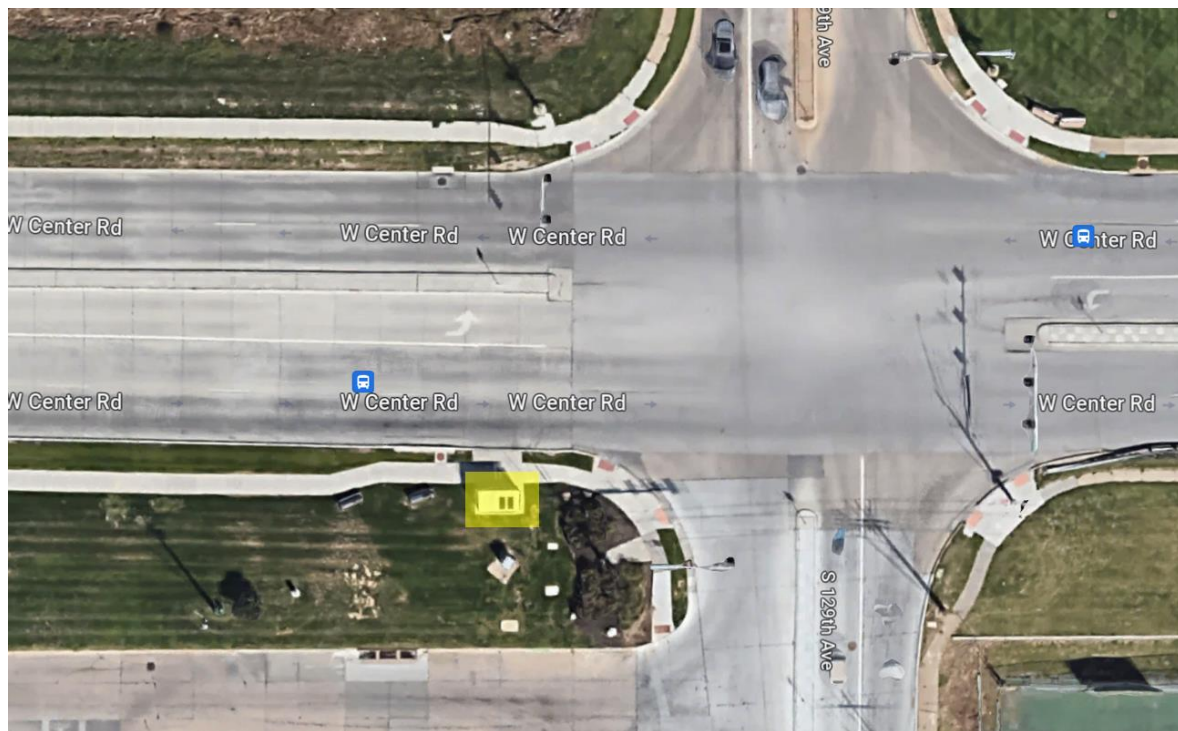
120th & Center SW



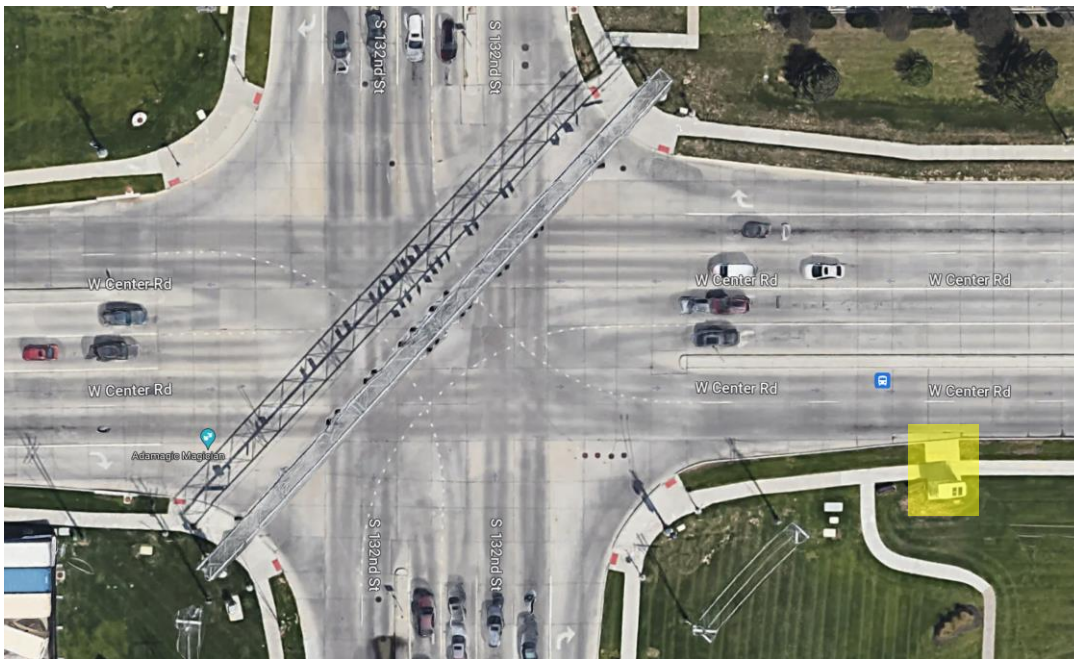
122nd & Center NE



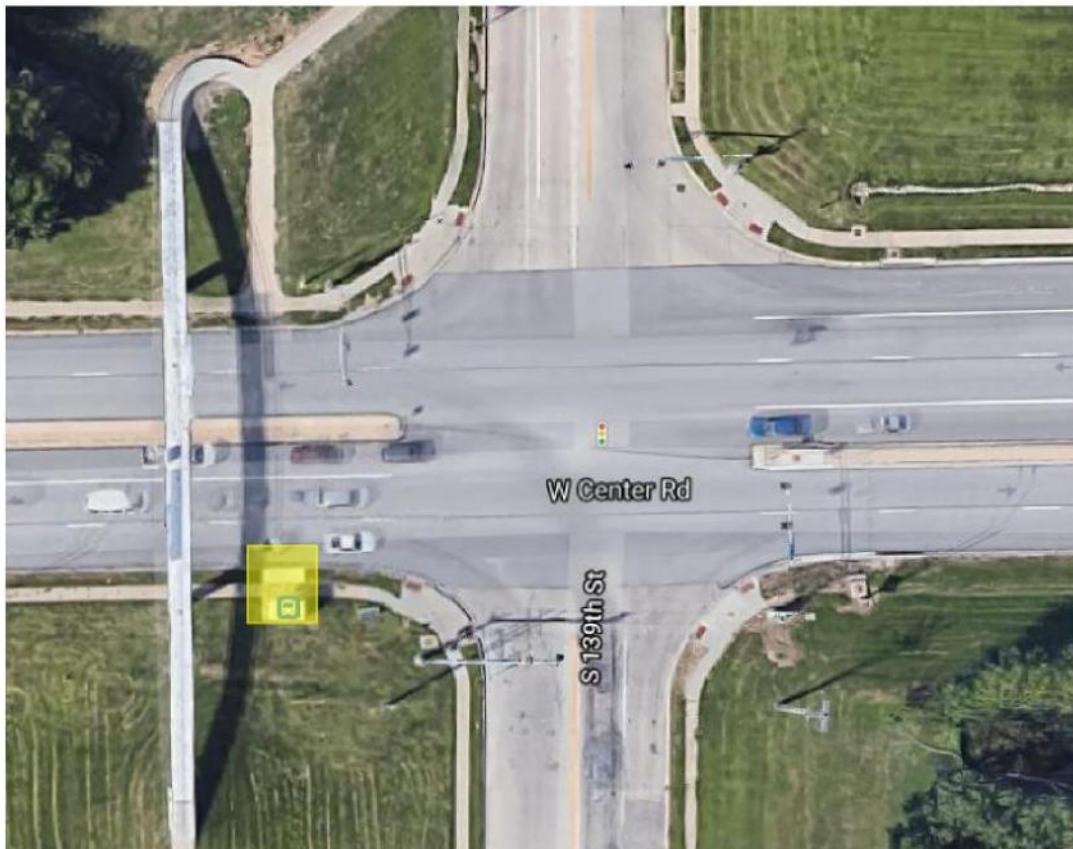
129th Ave & Center SW



132nd & Center SE



139th & Center SW



OR

ORBT STATIONS

Station Name	Station Address	Station Back	Direction	Station Size Sq Ft
62nd & Dodge NE Station	6190 Dodge	Blocked	WB	1852
62nd & Dodge SE Station	6195 Dodge	Step	EB	3080
72nd & Dodge NW Station	7210 Dodge	Blocked	WB	1249
72nd & Dodge SE Station	7195 Dodge	Blocked	EB	1369
Keystone Trail & Dodge NE	7660 Dodge	Blocked	WB	888
Keystone Trail & Dodge SW	7717 Dodge	Blocked	EB	465
84th & Dodge NW Station	8416 West Dodge	Pass Through	WB	998
84th & Dodge SW Station	8395 West Dodge	Blocked	EB	1186
90th & Dodge NW Station	9108 West Dodge	Blocked	WB	990
90th & Dodge SE Station	8995 West Dodge	Pass Through	EB	1169
Westroads Station	10175 Nicholas Street	Blocked	EB	874



62nd & Dodge (eastbound)



62nd & Dodge (westbound)



72nd & Dodge (eastbound)



72nd & Dodge (westbound)



ORBT Stop 77th & Dodge (westbound)



ORBT Stop 77th & Dodge (eastbound)



84th & Dodge (eastbound)



84th & Dodge (westbound)

90th & Dodge (eastbound)





90th & Dodge (westbound)



