

**St. Cloud Metropolitan Transit Commission
(DBA - Metro Bus)**

Request for Proposal

Comprehensive Operational Analysis & Service Design Study

**Metro Bus
665 Franklin Avenue N.E.
St. Cloud, MN 56304**

Primary Contact:

Gary Korneck – Procurement Manager

Phone: 320-529-4488

Email: gkorneck@stcloudmtc.com

Project Schedule:

RFP Release Date: Monday, July 25, 2022

Pre-Proposal Interview Schedule Deadline: Wednesday, August 3, 2022, 5:00 p.m. CST

Pre-Proposal Interviews: Monday, August 8, 2022 8:00 a.m. to 4:00 p.m. CST (One-hour interviews). (See Articles VIII & IX, Page 15)

Proposal Due Date: Friday, August 26, 2022, 12:00 p.m. CST

Metro Bus Proposal Reviews: Wednesday, August 28, 2022

Board of Commissioners Approval: Tuesday, September 20, 2022, 5:00 p.m. CST

Proposal Award: Friday, September 23, 2022, 5:00 p.m. CST

Executed Contract: TBD

Notice to Proceed: TBD

Project Start Date: TBD

Project Completion Date: TBD

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I. About Metro Bus

The St. Cloud Metropolitan Transit Commission (DBA – Metro Bus) was created by the Minnesota Legislature in 1969 to operate as an independent political subdivision public transit authority. Metro Bus provides public transit services for the Cities of St. Cloud, Sartell, Sauk Rapids and Waite Park, MN. Metro Bus also operates a commuter coach park-n-ride service from St. Cloud to Big Lake, MN for the Northstar Link commuter rail.

Metro Bus operates a fixed route fleet of thirty-eight (38) low floor buses, thirty-one (31) body-on-chassis low floor paratransit buses, four (4) body-on-chassis low floor demand response buses and five (5) MCI commuter coach buses. Metro Bus has an annual ridership of 1.6 million (pre-pandemic) and manages 16 fixed routes. Metro Bus has an annual operating budget of roughly 13 million and an average of 150 employees.

The current fixed-route system consists of many route pattern variations in a hub and spoke configuration that connect at a transit hub in downtown St. Cloud. Metro Bus is in the process of locating a property to construct a transit hub on the western side of the service area. Service hours of operation are M-F | 3:50 AM – 10:43 PM; SAT | 7:45 AM – 7:12 PM; SUN | 8:20 AM – 6:50 PM.

II. Project Background

The St. Cloud Metropolitan Transit Commission (DBA - Metro Bus) is seeking proposals from qualified individuals or firms to develop a Comprehensive Operational Analysis & Service Design Recommendations Study complete with a scheduling support component. This plan will include, but not be limited to:

1. A comprehensive, operational transit system performance analysis of Metro Bus's current system;
2. An analysis of existing and potential transit customer markets;
3. Scheduling of recommended service design;
4. A focus on future service delivery and impacts.

In addition, Metro Bus desires assistance with run-cutting if the selected consultant is able to provide that service.

III. Project Overview

Metro Bus is soliciting proposals to assist in the development of a Comprehensive Operational Analysis & Service Design Recommendations Study with a scheduling support component. In 2016, Metro Bus completed a Long

Range Transit Plan (LRTP) update, which evaluated the current and long range transportation needs of communities in the St. Cloud area and how the existing transit system could meet those needs.

The purpose of this project is to conduct a comprehensive transit service performance analysis of Metro Bus's current transit system, which will result in service delivery recommendations. The performance analysis can and should utilize as much data as needed, including extracting relevant data from the 2016 LRTP update as well as previous plans where necessary (2010 "Moving Forward" Plan, etc.). The result of the study will be an implementable service plan with changes to routing and scheduling as needed for Metro Bus to provide safe, convenient, efficient, and affordable transit service that better meets current and potential customer needs.

IV. Study Goals

Provide recommendations to:

1. Increase ridership on Metro Bus Fixed Route system.
2. Better meet service needs by maintaining or expanding the size of the current service area while maintaining a cost neutral service budget.
3. Better meet service needs by utilizing current employee counts and bus fleet size, which could include maintaining or reducing the current number of fixed routes **without** decreasing the size of the service area.
4. Develop route schedules that best meet the needs of customers and are accessible for a population with wide range of physical and cognitive abilities.
5. Improve system efficiency and options for increased frequency.
6. Identify at least three service scenarios (two cost neutral and one non-cost neutral "best case" scenario); with the assumption, a fourth preferred alternative scenario will be the final service recommendation. The final product would be implemented in phases with alterations of the lower performing fixed routes first.
7. Emphasize optimal connectivity to the current (east side) and future transit hub (west side).
8. Utilize existing bus stops, when able, with an emphasis on decreasing the number of bus stops (if possible) without having an adverse impact on route service or connectivity.
9. Recommend future expansion options and costs to provide these options.
10. Review the current fare structure for Metro Bus services, compare to other similar transit agencies, and make recommendations for reasonable increases where necessary.

11. Analyze the paratransit, demand response pilot service, and provide recommendations for efficiency.
12. Establish measures to evaluate service performance.

V. Study Area

The study area is Metro Bus’s entire service area. Metro Bus route timetables and maps are available at <https://www.ridemetrobus.com>. GTFS feeds are also available at https://realtime.stcloudmtc.com:40443/google_transit.zip.

VI. Scope of Work

Metro Bus is the primary public transit provider in the St. Cloud metropolitan area and is interested in retaining a qualified individual, firm, or team of firms for completing a Comprehensive Operational Analysis (COA) with the assistance of Metro Bus. The individual, firm, or team of firms must have extensive experience and expertise in the areas of transit service/operations planning, conducting performance data analysis, designing transit routes/networks, allocation of resources, and scheduling of transit service.

The following is the minimum scope of work:

Task 1: Study Management

The Consultant will work with Metro Bus to develop the study management program. The Consultant will submit a detailed work plan and schedule showing key milestones. The management program will define project roles, staff assignments, meeting dates, due dates, and formats for deliverables.

The Consultant will report to the Metro Bus Project Team and will coordinate task work with agencies and individuals designated by Metro Bus. The Consultant and Metro Bus will designate a Project Manager who will serve as the main point of contact, attend meetings, and be responsible for the timely delivery and professional quality of all products. No changes will be permitted to the Project Manager or key personnel noted in the Respondent’s submittal without advance approval of the Metro Bus Project Manager.

Upon Notice to Proceed, the Consultant will meet with designated Metro Bus staff to review project tasks and propose/develop a schedule. Throughout the duration of the project, the Consultant will provide written monthly status updates. At a minimum, bi-weekly calls, virtual meetings, or in person meetings will be scheduled. Meetings may be canceled by mutual agreement between Project Managers. These communications will be helpful to identify any issues

that may be hampering work progress and to ensure critical deadlines are met. There shall be no additional cost to Metro Bus for these update meetings.

Deliverable: Study management plan.

Task 2: General Stakeholder Involvement

The Consultant will direct stakeholder involvement activities to ensure that study progress and recommendations are reported to Metro Bus Project Team members, transit customers, and regional and state agencies.

The Consultant will identify and coordinate with Metro Bus and its designees on public input into the study process, which should include multiple conduits for public input, including, but not limited to, opportunities that do not require attendance at public meetings.

This task includes one introductory briefing with the Metro Bus Project Team. Metro Bus employee involvement and meetings with stakeholders designated by Metro Bus and/or the public fall into this task. Metro Bus anticipates this being up to eight Metro Bus employee meetings and up to eight public and stakeholder meetings totaling no more than three hours in length each.

Deliverable: Stakeholder Involvement presentations and meeting summaries.

Task 3: Survey of Riders and Non-Riders

The Consultant in collaboration with the Metro Bus Project Team will create a survey tool to conduct on-board and online surveys of current riders, as well as those who do not currently ride the bus. The Consultant will administer the survey and promote survey participation. Metro Bus will provide survey promotion support. At a minimum, surveys will gather data on trip origins and destinations; public opinions about safety, reliability, current transit service, and Metro Bus customer service; barriers to using the bus; improvements; and demographics. The Consultant will analyze and summarize the data gathered through the survey process and incorporate, as appropriate, into the final deliverables.

Interested parties are advised that in 2021 the Saint Cloud Area Planning Organization (APO) conducted a comprehensive household travel survey that captured the trip-making behavior of 866 households, encompassing over 1,600 persons. A summary of the survey findings can be found here:

http://stcloudapo.org/wp-content/uploads/2022/06/2021_RMS_Results_Presentation.pdf.

The APO will make the entire survey dataset available to the Consultant for their review and analysis. It is believed this dataset will help partially achieve the goals under this task. Therefore, any new survey(s) developed under this task may build upon the household travel survey results and fill in gaps in information, rather than repeat the effort.

Deliverable: Review and apply results of rider and non-rider surveys.

Task 4: Existing Conditions and Analysis of Services and Customer Markets

The Consultant will document and analyze existing conditions of Metro Bus's transit system and customer markets. Previous Metro Bus plans can be used where necessary to supplement data that is more current. The Consultant will produce a draft and final report that addresses the following topics:

Task 4.1: Technical data gathering and analysis.

Task 4.2: Demographic data and analysis of transit customer markets.

All work completed as a part of this task must be approved by Metro Bus prior to the commencement of subsequent tasks identified as part of this study. The report should present information in an easy-to read format. *The Consultant's Proposal should discuss and demonstrate how geographic information systems (GIS) mapping will be used for analysis.*

Task 4.1: Technical data gathering and analysis

The report should describe Metro Bus's transit system. The report should summarize relevant information for these areas including, but not limited to:

- a. Vehicle fleet composition;
- b. Current roster levels;
- c. Operating policies;

The report shall describe each fixed route and list performance metrics for evaluating the relative productivity of each, including but not limited to:

- a. Ridership (annual, monthly, daily, and average weekday);
- b. Mileage (revenue and deadhead);
- c. Operating hours (revenue and deadhead);
- d. Passengers per revenue hour and mile;
- e. Headways (service frequency) by time period (i.e. peak, midday, nights, and weekends);
- f. Connections with other bus routes and travel modes;
- g. Route interlines;
- h. Environmental justice population(s) served;

- i. Major commercial and housing developments served;
- j. Future development projects likely to affect transit demand and operational requirements;

The report should describe segmented corridors and evaluate the relative productivity of service to and within each, including but not limited to:

- a. Ridership (annual, monthly, daily, and average weekday);
- b. Distance;
- c. Headways;
- d. Span of Service;
- e. Routes.

Metro Bus will make available to the Consultant relevant and sufficient farebox, ridership, and scheduling data. Fareboxes and electronic registering equipment for buses are manufactured by GFI, with data processing using GFI Genfare software. Available data includes individual transaction data by run, day, time, and other attributes. Schedule and route information will also be available from Metro Bus's Trapeze computerized scheduling system. Metro Bus will also provide the Consultant available information from the automated vehicle location (AVL) system. AVL information will include typical metrics in individual and prepackaged report formats offered by Trapeze software. The Consultant should offer revised and/or additional standards and policies for Metro Bus's use of the AVL data and system.

Task 4.2: Demographic data and analysis of transit customer markets

The Consultant will summarize demographic and related information about the existing regional transit customer market. The Consultant should also provide an assessment of non-transit users who live and/or work in the Metro Bus service area to help identify potential new transit riders. Information may include, but is not limited to:

- a. General population density of Metro Bus service area(s);
- b. Demographic characteristics associated with transit dependency, including income, auto ownership, homeowner/renter, ambulatory difficulty, and age cohorts;
- c. Demographic characteristics to identify potential "choice" riders, including personal income, auto ownership, homeowner/renter, and proximity to bus stop;
- d. Density of existing and potential transit customers along fixed routes and within walking distance of bus stops;
- e. Concentrations of jobs, employers, and major institutions along fixed

- routes and outside of fixed route catchment areas;
- f. Existing Park and Ride lot locations and utilization;
- g. Describe the elasticity for different customer types.

The Consultant should use current and relevant data sources including data generated through tasks required by this study. Some potential data sources may include the most recent block level data from American Community Survey and U.S. Census; other relevant data from the U.S. Department of Transportation, Minnesota Department of Transportation; and any new surveys that may be performed as part of this study.

Deliverable: Draft and Final Reports – Existing Conditions of Metro Bus’s transit system and Transit Customer Markets.

Task 5: Alternatives Criteria, Alternatives Development, Financial Analysis, and Service Delivery Guidelines.

Upon Metro Bus’s approval of Task 4.1 – 4.2, the Consultant will begin Task 5, which will consist of the following subtasks:

- Task 5.1: Alternatives criteria;
- Task 5.2: Development of service alternatives;
- Task 5.3: Production of a financial analysis;
- Task 5.4: Minimum service delivery guidelines.

Task 5.1: Alternatives criteria

Based on identified goals and objectives, the Consultant should present recommended criteria for developing service improvements. Criteria shall be discussed and agreed upon with the Metro Bus Project Team before alternatives are created. Criteria addressing equity and limiting negative impacts to transit dependent riders are very important to Metro Bus.

Task 5.2: Development of service alternatives

The Consultant should present alternatives for service delivery that improve operational efficiency of the Metro Bus transit system and provide increased service where warranted. Focus should be on a tiered system approach with emphasis on the high frequency/high ridership routes. Alternatives should include information and analysis on relevant trends in transit operations, especially among peer transit agencies.

The Consultant should develop and present at least three service improvement alternative scenarios. The alternatives should communicate:

- a. Tradeoffs of each scenario;
- b. Title VI implications and Environmental Justice populations served;
- c. Efficiencies and frequencies gained;
- d. Travel time impacts;
- e. Improved community connectivity;
- f. Estimated costs.

When able, existing bus stops and shelters should be utilized.

The alternatives should be packaged as arrays of individual options that may be implemented together, in combination, or in phases. Scenarios shall be based off current Metro Bus budgets. Service expansion options should also be presented for routes that would not fit within the cost-constrained budget. Service expansion projects should show specific routing options for use with future funding opportunities. Those routes should be ranked and highlight key data needed to implement. The Consultant must also present a "No Action" alternative to serve as a baseline for comparison.

Alternatives should include short term (main system service model) and moderate to long-term (3-6 year) implementation recommendations. Alternatives should include detailed financial assessments to estimate associated costs and savings. Maps and generalized timetables of proposed route alternatives shall be provided.

Task 5.3: Production of a financial analysis

The Consultant shall produce a financial analysis of the alternatives presented that **MUST follow an FTA allowable analysis method**. The financial analysis must also include:

- a. Total fixed route operating costs;
- b. Operating costs by route;
- c. Cost per rider;
- d. Cost per mile;
- e. Farebox revenue projections for each route;
- f. Fare structure analysis and recommendations on incremental fare increases.

All work conducted under this Task must be approved by Metro Bus prior to the commencement of subsequent Tasks of this study

Task 5.4: Minimum service delivery guidelines

The Consultant should develop a set of minimum service delivery guidelines by which transit services should be monitored. These guidelines would include key

principles to follow and be used to identify underperforming routes, specific routing(s) and/or stops served, etc. These benchmarks would help inform staff, the public, and the Metro Bus Board of Commissioners on route efficiencies. These guidelines will be used to help determine appropriate action, such as route alterations, trip eliminations, or entire route eliminations, if/when warranted. Guidelines may include such items as:

- a. Ridership (annual, monthly, daily, by time of day, and estimated unique riders);
- b. Passengers per revenue hour;
- c. Principal passenger origins and destinations;
- d. On time performance;
- e. Headways (service frequency) by time period (i.e. peak, midday, nights, and weekends);
- f. Vehicle load factors, including overloads;
- g. Connections with other bus routes and travel modes;
- h. Environmental justice population(s) served;
- i. Major commercial and housing developments served;
- j. Future development projects likely to affect transit demand and operational requirements.

Deliverable: Draft and Final Reports – Development Criteria (to be approved prior to development of alternatives), Alternatives, Development, Financial Analysis and Minimum Service Guidelines.

Task 6: Stakeholder Input and Recommended Program for Improved System Efficiency

Upon Metro Bus approval of earlier tasks, the Consultant will work with Metro Bus to obtain meaningful feedback from stakeholders, including the public, on the proposed recommendations and develop a recommended program. This will be accomplished through the following two subtasks:

Task 6.1: Engage stakeholders and public to obtain input on the alternatives.

Task 6.2: Produce a recommended program.

Task 6.1: Engage stakeholders and public to obtain input on the alternatives

As part of this Task, the Consultant will present the recommendations and associated financial analysis to stakeholders as designated by Metro Bus and/or the public. Up to four meetings, no more than three hours in length are expected. A concise matrix comparing the benefits and costs of the recommended groups of alternatives as well as the no-action alternative must be provided.

Task 6.2: Produce a recommended program

The Consultant will synthesize the input received during Task 6.1 with the information and analyses produced during earlier tasks to produce a recommended program. The basis for the recommended program should be clearly stated (i.e., relationship to evaluation criteria).

The recommended program should discuss implementation strategies and considerations as well as include a work plan for short-term implementation. Lastly, the Consultant will be expected to present the final completed Study to the Metro Bus Board of Commissioners.

Deliverable: Draft and Final Reports – Stakeholder Input and Recommended Program.

Task 7: Implementation Assistance and Scheduling

Upon Metro Bus approval of earlier Tasks, the Consultant, with assistance from Metro Bus, will begin implementation of the approved recommended program. The Consultant will assist in the implementation of the study's cost-neutral, short-term recommendations/service plan with the scheduling component as defined below. The Consultant must run cut the vehicle blocks with a goal to minimize deadhead, maximize Operator recovery between runs, and create as many connected runs as possible while minimizing the amount of runs that contain two pieces (also referred to as "splits.") Scheduling should consider capacity at the transit centers, optimizing transfers, shift changes, and layover capacities.

The implementation assistance will include:

Subtask 1: Route Definition

Using access established by Metro Bus, the Consultant will complete the steps outlined in the Route Definition module of Trapeze. These steps include Route Tracing, Node Definition, and Pattern Definition. Metro Bus will maintain responsibility for the bus stop database and all associated geocoding. Metro Bus will also ensure that all geocoding for any bus stops that are to be associated with time points will be completed prior to Node Definition and Pattern Definition. Time points should be evaluated for best practice and optimal positioning.

Deliverable: Completion of Route Definition in Trapeze.

Subtask 2: Trip Building & Blocking

With Route Definition completed, the Consultant will begin Trip Building by developing run times for each route. Run times will be calculated based on

projected time point-to-time point travel speeds and striated by time of day, if necessary. Trips for each route will then be generated using headways prescribed by the COA recommendations. To facilitate passenger transfers, emphasis will be placed on key connection points as identified by Metro Bus staff. Metro Bus will provide a current run time report for supporting use.

Once Trip Building has been completed, the Consultant will block the service in Trapeze. Interlining may be employed to optimize vehicle utilization and/or accommodate identified passenger through-trips. Any interlining will be coordinated with Metro Bus staff to ensure concurrence prior to blocking finalization. While blocking, the Consultant may need to go back and forth between trip building and blocking, as adjustments are needed. The blocking phase will also include an update of garage deadheads (time and distance) as well as any interline deadheads (if employed).

Deliverable: Completion of Trip Building and Blocking for weekday, Saturday, Sunday, and Holiday service in Trapeze.

Subtask 3: Run Cutting

(This is an optional subtask of Task 7 and not required to respond to the RFP. If the Consultant is not able to provide this subtask, they should clearly note this in their response.)

Consultant will provide a separate price to perform run cutting services. Once all schedules and blocking have been finalized and approved by Metro Bus staff, the Consultant will perform a run cut for weekday, Saturday, Sunday, and Holiday service using the run cutter in Trapeze Blockbuster. Operator shifts will be cut in accordance with the union contract and work rule provisions. Metro Bus may also provide additional parameters that dictate the configuration of the run cut (e.g. split shift limitations, maximum/minimum run length, operator availability, etc.).

Deliverable: Completion of Run Cutting in Trapeze Blockbuster.

VII. Deliverables

Deliverables are listed below. Deliverables must be submitted and approved by Metro Bus in sequential order.

Task 1: Study management plan.

Task 2: Stakeholder Involvement presentations and meeting summaries.

- a. Introductory meeting with Metro Bus Project Team and bi-weekly Project Team meetings;
- b. Up to eight meetings with Metro Bus employees;

- c. Up to eight stakeholder/public input meetings.

Task 3: Review of rider and non-rider survey.

- a. Create Survey tools and questions;
- b. Review and provide summary report.

Task 4: Draft and Final Reports -- Existing Conditions of Metro Bus's transit system and Transit Customer Markets.

Task 5: Draft and Final Reports -- Development Criteria (to be approved prior to development of alternatives), Alternatives Development, Financial Analysis and Minimum Service Guidelines.

Task 6: Draft and Final Reports -- Stakeholder Input and Recommended Program.

- a. Up to four stakeholder/public input meetings;
- b. Final presentation to Metro Bus Board of Commissioners;
- c. Implementation Assistance Work Plan;
- d. Eight hard copies and an electronic copy of the Final Report;
- e. Electronic copies of all maps, shapefiles, spreadsheets, and other relevant data used in making the report.

Task 7: Prepare scheduling component for short term recommendations in service plan.

- a. Route definition; trip building and blocking; and optional run cutting using Trapeze for implementable launch of new transit service model. Documents and presentation slides should be provided as PDF and Microsoft Office files. The Consultant should also submit the final versions of all GIS files, graphics and photos used to produce the deliverables.
- b. The meeting schedule(s) as presented in this Scope of Services should be used as a general guideline(s): Metro Bus expects the Consultant to be available for phone or internet meetings if/whenever deemed necessary by Metro Bus and may exceed the number of meetings outlined above.

VIII. Pre-Proposal Interview

All interested Consultants will be required to participate in an oral interview with Metro Bus’s project team. Consultants will be afforded the opportunity to ask questions in relation to the RFP and the project itself, along with providing a brief overview of the Consultants capabilities and experience with administering the required activities and provisions of a Long Range Public Transit Plan and confirming their understanding of the project scope, requirements, and deliverables. **Interviews may be scheduled remotely or in-person.**

IX. Pre-Proposal Interview Schedule

All prospective Consultants will be required to schedule a pre-proposal interview. The deadline to schedule an interview will be **Wednesday, August 3, 2022, 5:00 p.m. CST**. Actual Interviews will take place on **Monday, August 8, 2022 during the hours of 8:00 a.m. to 4:00 p.m. CST**. Interviews will be scheduled on a first come, first served basis. Each interview will last exactly one-hour. In-person interviews will be held at Metro Bus operations located at **665 Franklin Avenue, N.E., St. Cloud, MN**. Prospective Consultants are asked to contact **Gary Korneck, Procurement Manager** to schedule an appointment:
Ph: 320-529-4488, Email: gkorneck@stcloudmtc.com

The selected Consultant may be asked to participate in additional meetings and consultations with the Metro Bus project team and any applicable oversight agencies, city planners, council members, business leaders, etc. to review findings and respond to questions.

X. Proposal Process

- 1. Proposals must be submitted no later than Friday, August 26, 2022, 12:00 p.m. CST to Attn: Gary Korneck, Procurement Manager, gkorneck@stcloudmtc.com.** Proposals may be sent via email, or hand delivered. Hand delivered proposals must be clearly labeled: **“Metro Bus Comprehensive Operational Analysis & Service Design Study”**.
- 2. Late Proposals**
Proposals received after the closing date and time as stated in this RFP shall be deemed late, shall not be considered, and shall remain unopened.
- 3. Modification/Withdrawal of Quote**
Consultants will not be allowed to withdraw their proposal after the closing date and time. Consultants may not change the wording of their proposal after the closing date and time and no words or comments may

be added unless requested by Metro Bus for purposes of clarification. Metro Bus will be under no obligation to receive further information, whether written or oral, from any Consultant after the final closing date and time.

Metro Bus reserves the right to modify the language or specification of this Request for Proposal at any time via Addendum prior to the proposal due date.

4. Errors and Omissions

Consultants will not be allowed to take advantage of any errors or omissions in the scope of services or project specifications. Inconsistencies in the scope of services and project specifications should be reported to Metro Bus whenever found. The information contained is presented solely as a guideline for all Proposers and is not guaranteed or warranted to be accurate.

5. Acceptance of Proposals

This Request for Proposal should not be construed as an agreement of services. This RFP does not obligate Metro Bus to award a Contract or complete the project. Metro Bus reserves the right to cancel the solicitation if it is considered to be in their best interest. In the event the solicitation is cancelled, Metro Bus shall have no liability to any Consultant for any costs incurred in connection with preparation of a response to this Request for Proposal.

6. Confidential Information

All materials submitted in response to this RFP will become property of Metro Bus and will become public record after the evaluation process is completed and contract award has been made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- a. Clearly mark all trade secret materials in its response at the time the response is submitted;
- b. Include a statement with its response justifying the trade secret designation for each item, and;
- c. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Metro Bus, its agents, employees, and commissioners from any judgments or

damages awarded against Metro Bus in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Metro Bus's award of a contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of Metro Bus. Metro Bus will be required to keep all the basic documents related to its contracts, including responses to RFPs for a minimum of seven years.

Metro Bus will not consider the prices submitted by the responder to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until Metro Bus decides to pursue a contract and that contract is executed.

7. Addendums

Metro Bus may modify the RFP prior to the proposal due date by issuance of an addendum. In the event a Consultant should identify a discrepancy or omission in this RFP or any other documentation provided by Metro Bus, the Consultant shall immediately notify Metro Bus of such potential discrepancy or omission in writing via email. An addenda to this RFP shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be acknowledged by the Consultant without receipt of a written addendum.

8. Tax Exemption

Metro Bus is tax exempt. A copy of Metro Bus's Certificate of Exemption Form will be provided upon request.

9. Agreement of Terms

By submitting a bid, the Consultant agrees to all of the terms and conditions set forth in this RFP. Consultants must not alter any portion of the RFP document with the exception of providing the information as requested. The conditions set forth within this RFP will hold precedence over any and all other executed agreements.

10. Executed Agreement

Metro Bus and the selected Consultant will execute a professional services agreement with the terms and conditions and scope of services within this Request for Proposal included. The term of this agreement will be for **TBD**.

11. Final Agreement

The final agreement including all attachments, certifications, conditions, specifications, etc. as made part of this Request for Proposal will contain the entire understanding of the parties hereto. With the subject matter hereof and there are no other agreements, understandings, representations or warranties whether expressed, implied, statutory or otherwise, other than set forth herein.

12. Project Start Date

Metro Bus is in the process of locating and acquiring property to construct a transit hub on the western side of the service area. The exact property location of this western hub is yet to be determined. The COA & SDS project will not begin until the western hub property location is determined and secured by a signed Purchase Agreement or Letter of Intent to purchase.

Metro Bus is requesting that pricing be submitted based upon an anticipated project start date between April and June of 2023.

XI. Proposal Award

Metro Bus will make an award based upon its best interest and in consideration of the ultimate economy of the proposal as it fits within the guidelines of the project specifications. Metro Bus’s project team will submit its recommendation of the most highly rated firm to the Metro Bus Board of Commissioners for their approval and award of a contract.

Evaluation and selection of a proposal by Metro Bus will include as follows:

Evaluation Elements	Max Score
Consultants Qualifications and Staff Experience	25
Consultant’s History and Capacity with Long Range Public Transit Planning	25
Availability of Key Personnel and other resources to perform the work within a timely manner	20
Proposed Fee	20
References	10
TOTAL POINTS:	100

XII. General Requirements

1. Project Completion

The Consultant agrees to complete all of the required primary and sub-contract work related to this project by a yet to be determined date.

The Consultant shall be entitled to a reasonable extension of time from Metro Bus for delays caused by fire, flood, hurricanes, tornadoes, earthquakes, pandemics, COVID-19 restrictions and other extreme conditions or acts where such delays are entirely beyond the control of the Consultant.

Immediately upon encountering any difficulties which threaten to delay the project completion date, the Consultant shall notify Metro Bus in writing wherein the Consultant shall:

- a. Describe the relative facts concerning the contemplated delay;**
- and**
- b. Request written acceptance of the delay by Metro Bus.**

Metro Bus approval must be in writing to be effective and shall constitute a change order to the project agreement. Absent written acceptance by Metro Bus of the delay shall constitute a breach of contract by the Consultant at which time Metro Bus may require compensation for this breach pursuant to the liquidated damages clause as set forth below.

2. Force Majeure

To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, epidemics, pandemics, any federal or state coronavirus mandates or protocols, any law or order of any governmental agency, or other cause beyond that party's reasonable control, that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and continues performance whenever and to the extent such causes are removed.

3. Indemnification

The Consultant agrees to indemnify and hold harmless Metro Bus, its contractors and all officers, agents and employees thereof from any and all claims or losses occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of the contract and from any and all claims or losses occurring or resulting to any person, firm or corporation who may be injured or damaged by Metro Bus, its contractors, agents, or employees, arising out of the performance of the contract.

4. Change Orders

A Change Order may result in changes in the scope of services after execution of the professional services agreement. Change Order requests shall be based upon an agreement between the Consultant and Metro Bus, and shall state their agreement upon all of the following:

- a. A change in the work or product;
- b. The amount of adjustment in the Contract sum, if any;
- c. The extent of the adjustment in the Contract sum, if any.

Changes in the work shall proceed promptly, unless otherwise provided in the change order. None of the work proposed by a change order shall be initiated until the Consultant and Metro Bus have duly executed the following:

- a. A fully executed Change Order between the Consultant and Metro Bus.

XIII. Insurance Requirements

The Consultant and all of its Subcontractors will submit to Metro Bus, prior to any services performed, certificates of their liability insurance coverage indicating the presence of coverages and limits no less than the following:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement as it pertains to the Contractor's negligence.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

Coverage must include a Waiver of Subrogation endorsement as it pertains to the Contractor's negligence.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

(Other than Products/Completed Operations)

Coverage must include a Waiver of Subrogation endorsement as it pertains to the Contractor's negligence.

XIV. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)

The St. Cloud Metropolitan Transit Commission (Metro Bus) has established a Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26, to ensure all entities have an equal opportunity to participate in DOT assisted contracts.

The objectives of Metro Bus's DBE/SBE program and of 49 CFR Part 26 are:

1. To ensure non-discrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBE's can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBE's;
5. To help to remove barriers to the participation of DBE's in DOT assisted contracts;
6. To promote the use of DBE's in federally assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE/SBE program.

8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBE's.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the vendor/contractor must satisfy the requirements for DBE participation as stated herein. These requirements are in addition to all other Equal Opportunity Employment (EEO) requirements of this contract. The St. Cloud Metropolitan Transit Commission shall make all determinations with regard to whether or not a bidder/offeror is in compliance with the requirements stated herein.

The vendor/contractor, its subrecipients, or its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The vendor/contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the vendor/contractor to carry out these requirements is a material breach of this contract, which may result in termination of the contract or such remedy as deemed appropriate by the St. Cloud Metropolitan Transit Commission which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages (if applicable);
4. Disqualifying the vendor/contractor from future bidding as non-responsible (49 CFR Part 26.13 (b)).

The St. Cloud Metropolitan Transit Commission will only accept DBE's who are:

1. Certified at the time of bid opening or proposal evaluation;
2. An out-of-state firm who has been certified by either a local government, state government, or federal government entity who is authorized to certify DBE status;
3. An agency whose DBE certification process has received FTA approval.

The vendor/contractor is required to pay its subcontractors for satisfactory performance of their work in relation to this contract no later than thirty (30) days after the vendor/contractor's receipt of payment for that work from the St. Cloud Metropolitan Transit Commission or in accordance with state statutes, whichever

is more restrictive. In addition, the vendor/contractor is required to return any retainage payments to those subcontractors within thirty (30) days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

The vendor/contractor must promptly notify the St. Cloud Metropolitan Transit Commission whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The vendor/contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The vendor/contractor may not terminate any DBE subcontractor and perform that work through its own forces, or those of an affiliate, without prior written consent of the St. Cloud Metropolitan Transit Commission.

There is no DBE participation goal for this contract.

XV. Protest Procedures

Consultants that feel an alleged violation of Metro Bus's procurement procedures has occurred during a solicitation may file a written protest with the Chief Executive Officer (CEO) up to the date and time of the proposal opening. The CEO will review the protest and determine if the proposals will be opened or delayed. The CEO's decision will be transmitted in writing to the protesting party within five (5) working days.

Consultants that feel that an alleged violation of Metro Bus's procurement procedure has occurred after proposal opening may file a written protest with the CEO up to three working days after the date and time proposals were opened. The CEO will review the protest and determine if the award of the contract to the responsive Proposer should be delayed. The CEO's decision will be transmitted in writing to the protesting party within three (3) working days.

Parties not satisfied by the CEO's decision regarding either type of protest described above, may, within five (5) working days of receipt of the CEO's written decision, appeal the decision to the Metro Bus Board of Commissioners. The appeal must be made in writing. The Commission Board will schedule a hearing where the appellant may be heard. Once the Commission's decision is announced, no further local appeals may be made.

Consultants should file all protests in care of the CEO, as appropriate, at the following address:

Metro Bus
Request for Proposal Protest
665 Franklin Avenue NE
St. Cloud, MN 56304

The decision of the Metro Bus Board of Commissioners is final.

The Federal Transit Administration (FTA) will only review protests regarding the alleged failure of the purchases to have a written protest procedure or alleged failure to follow such procedures. Protestors may file a protest with the FTA regional office no later than five federal working days after a final decision of Metro Bus. Metro Bus will not award any contracts until it is sure that no protest has been filed with the FTA. The protest filed with the FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the proposal number.
- c. Contain a statement of the grounds for protest and any supporting documentation.

This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.

(d) Include a copy of the local protest filed with the grantee and include a copy of the grantee's decision, if any.

Protests to the FTA should be addressed to:

Office of Program Oversight
Federal Transit Administration
200 West Adams Street, Suite 320
Chicago, IL 60606

The Consultant is cautioned that Metro Bus takes all protests seriously and that frivolous protests lacking factual basis will subject a protestor to assessment of Metro Bus's cost and legal fees in responding to the protest. The Consultant must review the Metro Bus proposal protest guidelines carefully before filing a protest. At the time of filing a protest, the Broker agrees to be bound by these guidelines.

XVI. Final Payment Terms

Prior to submittal of the request for final payment, the Consultant agrees to:

1. Have completed all required work to the satisfaction of Metro Bus;
2. Have corrected any deficiencies identified by Metro Bus;

A certified statement by the Consultant shall be included with the final invoice and shall constitute completion of the terms of the contract and the project.

XVII. Proposer Requirements

1. Each Consultant and their Subcontractor's must include the following information with their proposal:

- a. Principal business name;
- b. Principal business address;
- c. Principal business address through which most contract work will be performed.

2. Main point of contact to include:

- a. Name;
- b. Business phone;
- c. Mobile phone;
- d. Email address.

3. Key Personnel

Each Consultant must provide a list of key personnel who will be assigned to the project along with their area of responsibility.

- a. Provide a brief statement for each key personnel detailing their training, work experience, and qualifications relevant to the proposed project work.
- b. No change in key personnel assigned to the project will be permitted without written communication from the Consultant and subsequent approval by Metro Bus.

4. References

Each Consultant must provide a minimum of three (3) reference contacts that incorporate similar project work that has been provided by the Consultant within the previous three (3) years.

XVIII. Consultant Requirements

1. Minimum Qualifications

The Consultant shall demonstrate a minimum of three (3) years prior experience in projects of similar scope. Experience with government entities and public transit is a must.

2. Work Plan

All proposals shall include a work plan that outline the following:

- a. The Consultant's understanding of the scope of services;
- b. A brief description of the proposed project approach and methodology to be utilized,
- c. A detailed description of the Consultants background and experience with similar work to include examples indicating the Consultants level of involvement in the project;
- d. Major task accomplishment list, task breakdown and schedule with deliverable due dates;
- e. A commitment to perform the work expeditiously within the allotted contract period;
- f. A statement that the proposal, including the fee schedule, is firm and irrevocable for ninety (90) days.

3. Project Updates

The Consultant will be required to provide ongoing project updates and task deliverables via email, in person, or via remote conference to Metro Bus's project team.

4. Meetings and Consultations

- a. The Consultant will travel to and participate in a 'to be determined' number of meetings of the Project Review Team during all phases of the Study to review and summarize project scope and methodology, complexity, existing conditions, available data and related requirements.
- b. The Consultant will travel to and present information about the Study, its methodology and its recommendations to the APO's Policy Board, MnDOT Office of Transit, and Metro Bus Board of Commissioners or others as needed.
- c. The Consultant will provide documentation of meetings and data provided and will produce materials for committee updates as needed by members of the Project Review Team.

- d. Additional consultations, in the form of draft documents, emails and/or telephone conversations with project planners and staff will, where necessary, clarify the technical requirements and objectives of the contract and work tasks.
- e. The Consultant will ascertain the applicability of information provided, review data for completeness, and notify the project stakeholders of any additional data required. It will be the responsibility of the Consultant to determine the reliability of all information which they choose as reference.

5. Project Management

The selected Consultant will designate a project manager who will provide ongoing project monitoring and will serve as the primary communications liaison between the Consultant and Metro Bus's designated project manager.

3. Proposed Fees

The proposal shall include details of the Consultant's proposed compensation structure including a detailed summary of all hourly salaries, fringe, overhead, overhead/indirect costs, miscellaneous costs, etc. as outlined in "**Exhibit A**" Project Budget Spreadsheet. Per Diem expenses will not be permitted.

XIX. Required Forms and Certifications

The following required forms **MUST** be signed, dated and returned with each proposal:

1. Integrity Certification, Debarment-Suspension
2. New Restrictions on Lobbying
3. Non-Collusion Affidavit
4. Schedule C – Contractors Schedule of DBE Participation
5. Schedule D – Certificate of Compliance with DBE Requirements
6. Schedule F – Letter of Intent to Perform as a Subcontractor
7. STATE OF MINNESOTA Affirmative Action Certification

Copies of the above referenced forms can be found at the following web address: <https://www.ridemetrobus.com/business-metro-bus/>

XX. Standard DOT Conditions

The FTA Standard DOT Conditions are incorporated as a required component of this Request for Quote document. A copy of the Standard DOT Conditions can be accessed at the following web address: <https://www.ridemetrobus.com/business-metro-bus/>

XXI. Contracting Ethics

1. Gratuities

It is a breach of contracting ethics for any person to offer, give, or agree to give any Metro Bus employee or former employee, or for any Metro Bus employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

2. Kickbacks

It is a breach of contracting ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

3. Contingent Fees

It is a breach of contracting ethics for a person to be retained, or to retain a person, to solicit or secure a Metro Bus contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. Collusion

It is a breach of contracting ethics for a person to collude, conspire, or agree with other persons, firms or corporations to submit a sham proposal, to refrain from proposal, to fix prices, costs, or profits, or to secure any other advantage against Metro Bus.

5. Certification

When signing the Proposal Quotation Form, Vendors are cognizant of these requirements and thereby certify that it has not breached any of the foregoing contracting ethics. No Vendor shall sign the proposal without reviewing all material facts. False or fraudulent certifications shall subject the Vendor to all penalties and remedies provided by law, and to liability for Metro Bus costs and fees, including attorney's fees, in enforcing this provision.

6. Specification Documents

These documents shall not include any exclusionary or discriminatory provisions that are not needed to meet the requirements of Metro Bus.

XXII. FTA Third Party Clauses

No Federal Government Obligation to Third Parties

The Recipient 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 Recipient, 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 the 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 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) 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 and Reports

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Charges

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly in Metro Bus's Procurement Policies Manual, or by reference in the Master Agreement between Metro Bus 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 and Equal Opportunity

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

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

- 1. Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be

limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit 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.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of 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 the most current FTA Circular 4220, 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 Metro Bus requests which would cause Metro Bus to be in violation of the FTA terms and conditions.

1. **METRIC REQUIREMENTS 15 U.S.C. §§205 2007-Pub. L. 110-69** As required by U.S. DOT or FTA, Metro Bus agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal

Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the Metro Bus agrees to accept products and services with dimensions expressed in the metric system of measurement.

2. **NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS 23 U.S.C. Section 517(d) 23 U.S.C. §502** Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.
3. **CORRIDOR PRESERVATION 49 U.S.C. 5323(q)** The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.
4. **VETERANS EMPLOYMENT 49 U.S.C. 5325 (k)** Veterans Employment. As provided by 49 U.S.C. § 5325(k): a. To the extent practicable, Contractor agrees that it: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and 2. Will not 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, and b. Contractor also assures that its sub-recipients will: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and 2. Will not 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.

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.

Termination for Convenience

Metro Bus may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Metro Bus's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Metro Bus to be paid the Contractor. If the Contractor has any property in its possession belonging to Metro Bus, the Contractor will account for the same, and dispose of it in the manner Metro Bus directs.

Termination for Default [Breach or Cause]

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Metro Bus may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Metro Bus that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Metro Bus, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure

Metro Bus, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Metro Bus's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [30 days] after receipt of written notice from Metro Bus setting forth the nature of said breach or

default, Metro Bus shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Metro Bus from also pursuing all available remedies against Contractor and its sureties for said breach or default.

DBE

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

There is no DBE participation goal set for this project.

Recycled Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.