

Buy America Certificate

§661.5 General requirements.

- (a) Except as provided in §661.7 and §661.11 of this part, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

§661.6 Certification requirements for procurement of steel or manufactured products.

If steel, iron, or manufactured products (as defined in §§661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in §661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements



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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract) _____ 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 against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ 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 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

Date: _____

Lobbying Restrictions

The undersigned certifies, to the best of his or her 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of 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 of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 section 1352, title 31, U.S. Code. 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

EXHIBIT A: BID QUOTATION FORM - Fixed Route

ST. CLOUD METROPOLITAN TRANSIT COMMISSION

LEASE TIRE MILEAGE RATE PROPOSAL

Bus Fleet Name: New Flyer, 35' Fixed Route (2 Front /4 Rear - 6 Total Tires)

(Please reference tabs below for each tire group)

Tire Size Description	Base Avg. Mileage	8/1/23 Rate per Tire Mile	8/1/24 Rate per Tire Mile	8/1/25 Rate per Tire Mile	8/1/26 Rate per Tire Mile	8/1/27 Rate per Tire Mile	8/1/28 Rate per Tire Mile

SUPPLIERS NAME: _____

ADDRESS: P.O. BOX: _____

STREET: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____

TITLE: _____

EXHIBIT A: BID QUOTATION FORM - Dial-a-Ride

ST. CLOUD METROPOLITAN TRANSIT COMMISSION

LEASE TIRE MILEAGE RATE PROPOSAL

Bus Fleet Name: ARBOC/Champion Dial-a-Ride (2 Front /4 Rear - 6 Total Tires)

(Please reference tabs below for each tire group)

Tire Size Description	Base Avg. Mileage	8/1/23 Rate per Tire Mile	8/1/24 Rate per Tire Mile	8/1/25 Rate per Tire Mile	8/1/26 Rate per Tire Mile	8/1/27 Rate per Tire Mile	8/1/28 Rate per Tire Mile

SUPPLIERS NAME: _____

ADDRESS: P.O. BOX: _____

STREET: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____

TITLE: _____

EXHIBIT A: BID QUOTATION FORM - MCI Commuter Coach

ST. CLOUD METROPOLITAN TRANSIT COMMISSION

LEASE TIRE MILEAGE RATE PROPOSAL

Bus Fleet Name: MCI Commuter Coach (2 Front/4 Rear/2 Steer - 8 Total Tires)

(Please reference tabs below for each tire group)

Tire Size Description	Base Avg. Mileage	8/1/23 Rate per Tire Mile	8/1/24 Rate per Tire Mile	8/1/25 Rate per Tire Mile	8/1/26 Rate per Tire Mile	8/1/27 Rate per Tire Mile	8/1/28 Rate per Tire Mile

SUPPLIERS NAME: _____

ADDRESS: P.O. BOX: _____

STREET: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____

TITLE: _____

EXHIBIT B: TIRE SPECIFICATION FORM

Metro Bus: Leased Tire Services Bid

(Please provide separate documents for each tire group, e.g. Fixed Route, Dial-a-Ride, MCI)

(Please reference tabs below for each tire group)

Bus Fleet:

Fixed Route

Tire Description	
Ply Rating	
Rim Width	

Inflated New Tire Dimensions

Section Widths (inches)	
Overall Diameter (inches)	
Skid Depth (32nd inches)	
Base Depth (32nd inches)	

Maximum Individual Tire Levels & Cold Inflation Pressures

Single Application	
Dual Application	

Loaded Dimensions

Static Radius	
Rev's Per Mile	

EXHIBIT B: TIRE SPECIFICATION FORM

Metro Bus: Leased Tire Services Bid

(Please provide separate documents for each tire group, e.g. Fixed Route, Dial-a-Ride, MCI)

(Please reference tabs below for each tire group)

Bus Fleet:

Dial-a-Ride

Tire Description	
Ply Rating	
Rim Width	

Inflated New Tire Dimensions

Section Widths (inches)	
Overall Diameter (inches)	
Skid Depth (32nd inches)	
Base Depth (32nd inches)	

Maximum Individual Tire Levels & Cold Inflation Pressures

Single Application	
Dual Application	

Loaded Dimensions

Static Radius	
Rev's Per Mile	

EXHIBIT B: TIRE SPECIFICATION FORM

Metro Bus: Leased Tire Services Bid

(Please provide separate documents for each tire group, e.g. Fixed Route, Dial-a-Ride, MCI)

(Please reference tabs below for each tire group)

Bus Fleet:

MCI Commuter Coach

Tire Description	
Ply Rating	
Rim Width	

Inflated New Tire Dimensions

Section Widths (inches)	
Overall Diameter (inches)	
Skid Depth (32nd inches)	
Base Depth (32nd inches)	

Maximum Individual Tire Levels & Cold Inflation Pressures

Single Application	
Dual Application	

Loaded Dimensions

Static Radius	
Rev's Per Mile	

Exhibit C: Metro Bus Fleet Specifications

New Flyer Xcelsior, Low Floor	ARBOC/Champion Paratransit Low Floor	MCI D4500, Commuter Coach
Quantity: 38	Quantity: 35	Quantity: 5
Vehicle Length: 35'	Vehicle Length: ARBOC 26 & 28'/ Champion 26'	Vehicle Length: 45'
Estimated Monthly Miles: 80,767	Estimated Monthly Miles: 57,567	Estimated Monthly Miles: 5,026
Estimated Annual Miles: 969,204	Estimated Annual Miles: 690,804	Estimated Annual Miles: 60,312

EXHIBIT D

Contract (Example for bid purposes)

This Contract, made as of August 1, 2023, by and between _____, a _____ (sole proprietorship, LLC, corporation, etc.) located at _____, hereafter referred to as "Contractor", and the St. Cloud Metropolitan Transit Commission, located at 665 Franklin Avenue, N.E.. St. Cloud, MN 56304 hereafter referred to as "Metro Bus". Metro Bus and the Contractor are parties ("Parties") to this contract ("Contract").

WHEREAS, Metro Bus desires to utilize Contractor's professional services for Transit Bus Tire Leasing Services, and

WHEREAS, Contractor has represented that it is a qualified provider and is willing to perform these services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

ARTICLE 1: THE CONTRACT DOCUMENTS

The Contract Documents, in order of precedence, consist of the following:

- A. This Contract and any amendments thereto;
- B. Federal Transit Administration Contract Clauses and Standard DOT Conditions;
- C. Invitation for Bid dated June 2, 2023, the General and Technical Specifications, all addenda issued prior to and all modifications thereto issued after the execution of the Contract;
- D. The Contractor's bid proposal and Required Certificates; all as fully a part of the contract as if attached to this Contract or repeated herein.

ARTICLE 2: THE WORK

The Contractor shall perform the work required by the Contract Documents for this Invitation for Bid in accordance with the generally accepted standards of the profession for services of this type.

ARTICLE 3: TERM

This Contract shall be effective on August 1, 2023, and shall remain in effect until July 31, 2028, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided herein. Metro Bus may elect to continue to use all tires furnished by the contract in effect at the time of termination or expiration for a period of thirty-six (36) months from said termination or expiration date. Metro Bus will be able to invoke the run-out procedure with five (5) days written notice. In the event of no notification, the run-out period will be entered automatically.

ARTICLE 4: CONTRACT SUM

Metro Bus shall pay the Contractor in current funds for the performance of work as provided in the contract documents in the amount accepted.

ARTICLE 5: PAYMENTS TO CONTRACTOR

Metro Bus will reimburse Contractor based on acceptable monthly billings for leased tires. Payment does not imply acceptance of work. The granting of any payments by Metro Bus, or receipt thereof by the Contractor shall not constitute in any sense acceptance of the work or any portion thereof and shall in no way lessen the ability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Metro Bus may withhold payment for Contractor's services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents.

Materials, components or workmanship which does not conform to the instruction of these Contract requirements and specifications or are not equal to samples submitted to and approved by the Metro Bus Maintenance Manager will be rejected and shall be replaced by the Contractor without delay.

ARTICLE 6: INVOICES

All invoices shall include supporting documentation of the quantities and details Metro Bus's satisfaction to support the pay request. Invoices should be forwarded to:

St. Cloud Metropolitan Transit Commission
Accounts Payable Department
665 Franklin Avenue, N.E.
St. Cloud, MN 56304

ARTICLE 7: CHANGES TO THE CONTRACT

Metro Bus or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, which are mutually agreed upon by and between Metro Bus and the Contractor, shall be incorporated in written amendments to the Contract.

ARTICLE 8: DELAYS

Contractor shall notify Metro Bus in writing of any delays, including all relevant details, immediately upon encountering any difficulties which threaten to delay the timely performance of this Contract and may at that time or subsequently request an extension of the delivery date or schedule. However, such notification or request or acceptance of delinquent equipment shall not constitute acceptance of the delay, or request for extension, without written acceptance by Metro Bus.

ARTICLE 9: REPORTS AND INSPECTION

A. Establishment and Maintenance of Records

Records shall be maintained by the Contractor in accordance with the requirements prescribed by Metro Bus and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Contract.

B. Reports and information.

Contractor shall be responsible for furnishing to Metro Bus records, data and information as Metro Bus may require, pertaining to matters covered by this Contract.

C. Audits and Inspections

Contractor shall ensure that at any time during normal business hours, and as often as Metro Bus may deem necessary, there shall be made available to Metro Bus for examination, all of its records with respect to all matters covered by this Contract.

D. Confidentiality of Information

Contractor and Metro Bus must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the Contractor and Metro Bus under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor and Metro Bus under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Contractor. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify Metro Bus and consult with Metro Bus as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

E. Ownership of Data

All notes, reports, design plans, specifications, special studies, records and other data prepared under this Contract shall become the property of Metro Bus when prepared and shall be delivered to Metro Bus upon completion or termination of the services of Contractor or at such earlier time as requested by Metro Bus.

ARTICLE 10: INDEMNIFICATION

The Contractor and Metro Bus shall defend, indemnify, save and hold harmless the other party against all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this Contract. Said obligation does not include indemnification of the Contractor and Metro Bus for claims of liability arising out of the sole negligent or intentional acts or omissions of the Contractor and Metro Bus but shall include, but not be limited to, the obligation to defend, indemnify and save harmless the Contractor and Metro Bus in all cases where claims of liability against the Contractor and Metro Bus arise out of acts or omissions of the Contractor and Metro Bus which are derivative of the negligence or intentional acts or omissions of the Contractor and Metro Bus, such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by the Contractor and Metro Bus and other of such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done and things to be supplied hereunder.

ARTICLE 11: INSURANCE

The contractor will submit to Metro Bus upon project award (and prior to any services performed) certificates of the Contractor's 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 vendor'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 vendor's negligence.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000

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

ARTICLE 12: SUBCONTRACTING AND ASSIGNMENTS

Contractor shall not subcontract or assign this Contract or any portion thereof, without the prior written consent of Metro Bus.

ARTICLE 13: RULES AND REGULATIONS

Contractor agrees to observe and comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, the City of St. Cloud, MN and Metro Bus which are applicable to its activities under this Contract.

ARTICLE 14: INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of Metro Bus for any purpose. No statement contained in this Contract shall be construed so as to find Contractor to be an employee of Metro Bus, and Contractor

shall not be entitled to any of the rights, privileges, or benefits of employees of Metro Bus, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

ARTICLE 15: 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.

ARTICLE 16: NO THIRD PARTY RIGHTS

This Contract is to be construed and understood solely as a Contract between Metro Bus and the Contractor and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Contract or of any of the terms and conditions hereof, which, as between Metro Bus and Contractor, may be waived at any time by mutual agreement.

ARTICLE 17: SEVERABILITY

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the Parties to this Contract.

ARTICLE 18: RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Failure of Metro Bus to act shall in no way constitute a waiver of any right or duty afforded to it under the Contract, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Contract, except as may be specifically agreed in writing by the Metro Bus CEO.

ARTICLE 19: COMMUNICATIONS

Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications in connection with this Contract shall be in writing and shall be delivered by e-mail addressed to the officer(s) or employee(s) of Metro Bus and of the Contractor designated to receive such communications.

ARTICLE 20: EXTENT OF AGREEMENT

The Contract Document represents the entire and integrated agreement between Metro Bus and the Contractor and supersedes all prior negotiations, representations or agreements, either

written or oral. The Contract Documents may be amended only by written instrument signed by both Metro Bus and Contractor.

ARTICLE 21: GOVERNING LAW

Unless otherwise specified, this Contract shall be governed by the applicable laws of the City of St. Cloud and State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in the court located is Benton County, Minnesota. However, litigation in Federal Courts involving the Parties shall be in the appropriate federal court in the State of Minnesota.

St. Cloud Metropolitan Transit Commission

Contractor

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____