METRO BUS
the people picker-uppers.

REQUEST FOR QUOTE

CLASS 400 BUS LINE INSPECTION SERVICES AND BUY AMERICA ANALYSIS

St. Cloud Metropolitan Transit Commission
665 Franklin Ave N.E.
St. Cloud, MN 26304
Primary Contact

Gary Korneck – Procurement Manager
Metro Bus
Ph: 320-529-4488
Email: gkorneck@stlcoudmtc.com

Tentative Production Start Date: January 26, 2026

- **RFQ Publication Date:** Wednesday, December 10, 2025
- **RFQ Questions Deadline:** Wednesday, December 17, 2025, 5:00 p.m. CT.
- **Proposal Due Date:** Monday, December 22, 2025, 12:00 p.m. CT.
- **Proposal Award:** Monday, December 29, 2025, 5:00 p.m. CT.

I. PROJECT OVERVIEW

The St. Cloud Metropolitan Transit Commission (DBA - Metro Bus) is requesting quotes from qualified firms to perform bus line inspection services, including a pre and post-delivery Buy America audits, in accordance with FTA 49 CFR, Part 663.37 for rolling stock procurements. Metro Bus has secured Federal grants for the procurement and manufacture of the following Class 400, Low Floor Cutaway, CNG Paratransit buses:

1. ARBOC Spirit of Freedom, Class 400 Low Floor Cutaway Buses
2. Body/Chassis Type: Ford
3. Fuel Type: Compressed Natural Gas (CNG)
4. Quantity: **Six (6) Class 400, CNG, Spirit of Freedom Low Floor, Ford Chassis, Cutaway Buses**
5. Vehicle Use: Paratransit
6. Bus Dealer: **North Central Bus & Equipment, 25112 22nd Ave., St. Cloud, MN 56301**

The buses will be manufactured at the following location:

ARBOC Specialty Vehicles LLC
51165 Greenfield Parkway
Middlebury, IN 46540

Conversion of the vehicles engines to Compressed Natural Gas (CNG) will take place at the following location:

A-1 Alternative Fuel Systems
28342 Glenview Drive
Elkhart, IN 46514

All bus inspections, road tests, and compliance verification will be completed at the ARBOC production facilities.

Upon completion of the Class 400 buses at ARBOC, the vehicles will be delivered to A-1 Alternative Fuel Systems for CNG conversion. The buses will then be transported back to ARBOC for final inspection before release to North Central Bus & Equipment in St. Cloud, MN. The resident inspector must be present at the plant during the manufacturing process and at A-1 during the CNG conversion process.

The Contractor must comply with the FTA's handout titled "Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements". Proposers are responsible for being familiar with the most recent edition from FTA's website: https://www.transit.dot.gov/buyamerica

The Contractor shall be responsible for being familiar with and applying any updates, waivers, changes or amendments or other FTA communications as they pertain to Contractor provided services. The Contractor shall immediately notify Metro Bus of any changes that affect

contracted work.

The successful Contractor shall ensure compliance with the Manufacturer's In-Plant Quality Assurance Program. This will include observing all bus assembly operations and predelivery testing procedures at the Manufacturer's plant prior to delivery to Metro Bus.

Metro Bus reserves the right to disapprove of any of Contractor's staff assigned to perform the work under this contract, and/or Contractor's proposed changes in staff. Metro Bus will not reimburse the Contractor for additional expenses for staff changes initiated by the Contractor or requested by Metro Bus under this contract. Upon any Metro Bus dissatisfaction, Contractor will remove or reassign any staff found unacceptable by Metro Bus for good cause. Good cause includes, but not limited to, any conflict of interest or lack of performance, real or apparent. This right extends to Metro Bus's right to disapprove of any subcontractor used under this contract.

II. PROPOSAL PROCESS

1. **Primary Contact**
2. All questions, request for clarifications, or comments related to this RFQ must be submitted in writing to: **Gary Korneck, Procurement Manager, gkorneck@stcloudmtc.com no later than: Wednesday, December 17, 2025, 5:00 p.m. CT.** No guarantee of response by Metro Bus can be made upon late receipt.

3. **Proposal Submission Requirements**
   Proposals must be received by Metro Bus no later than **Monday, December 22, 2025 12:00 p.m. CT.**

   All proposals and related documentation must be submitted via email to the Attention of **Gary Korneck, Procurement Manager, gkorneck@stcloudmtc.com**

   It will be the responsibility of each Proposer to ensure their proposal arrives before the deadline.

4. **Acceptance of Proposals**
   A. Metro Bus reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive an informalities or irregularities in a proposal.
   B. Metro Bus reserves the right to withdraw this RFQ at any time without prior notice and makes no representation that any contract or agreement will be awarded to any Proposer responding to this RFQ.

5. **Modification of Terms**
   Metro Bus reserves the right to modify the terms, conditions, scope of work and provided data within this RFQ at any time at it sole discretion prior to the final RFQ due date.

6. Executed Agreement

Metro Bus and the selected Contractor will execute a contractual agreement with the terms and conditions and scope of services within this Request for Quote included as part of any final agreement.

7. Tax Exemption

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

8. Force Majeure

To the extent that either party is not able to perform its obligation under a subsequent 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.

III. GENERAL REQUIREMENTS

1. Protest Procedures

Contractors 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.

Contractors 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.

Contractors 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

Contactors are 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. Contractors must review the Metro Bus proposal protest guidelines carefully before filing a protest. At the time of filing a protest, the Contractor agrees to be bound by these guidelines.

2. **Disadvantaged/Small Business Enterprise (DBE/SBE)** (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:

A. To ensure non-discrimination in the award and administration of DOT assisted contracts;
B. To create a level playing field on which DBE/SBE's can compete fairly for DOT assisted contracts;
C. To ensure that the DBE/SBE Program is narrowly tailored in accordance with applicable law;
D. To ensure that only firms that meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBE/SBE's;
E. To help to remove barriers to the participation of DBE/SBE's in DOT assisted contracts;
F. To promote the use of DBE/SBE's in federally assisted contracts and procurement activities;
G. To assist the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.
H. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBE/SBE's.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. The contractor, sub recipient or subcontractor shall not discriminate on the basis of social or economic disadvantages in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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.

IV. PROPOSAL EVALUATION AND SELECTION

1. Basis for Award

A contract award will be made to the Proposer whose overall proposal is the most advantageous to Metro Bus. Such determination will be made at the sole discretion of Metro Bus.

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

Evaluation Elements	Max Score
Expertise, qualifications, and reliability of the Proposer	25
Ability to provide needed services	25
Price	25
Industry Knowledge	25
TOTAL POINTS	100

V. SCOPE OF WORK

The intent of this RFQ is to obtain high quality and professional bus line inspection/resident engineering services so as to ensure that the buses obtained by Metro Bus have been built using top quality materials, processes, and equipment per the agreed specifications along with compliance with all Federal Transit Administration rules, requirements, regulations.

The Contractors personnel shall possess thorough knowledge, expertise, skills and experience in public transit, quality assurance techniques, quality control techniques, quality management planning, Buy America provisions, FTA vehicle purchase regulations, factory and field product inspection and acceptance testing, auditing and project management.

The Contractor shall represent Metro Bus at the ARBOC and A-1 facilities and shall monitor the manufacturing and installation processes for Metro Bus's vehicles. The Contractor will be authorized to approve the pre-delivery acceptance tests and to release the buses for delivery upon final consent from Metro Bus. The Contractor shall have access to ARBOC and A-1's quality assurance files relative to the bus procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, records of defects, and packing slips, bill of lading of components and Buy America component compliance records.

Before the beginning of bus manufacture, the Contractor will meet with ARBOC's Quality Assurance Staff. They shall review the inspection procedures and checklists. If deemed appropriate and feasible, the Contractor may begin monitoring bus construction activities prior to the start of bus fabrication. The same process will apply to the Bus CNG conversion at A-1.

1. Contractor Requirements

A. Review manufacturing and production process and quality assurance standards.

B. Ensure conformity with FTA requirements, certifications, and standards for the manufacture of public transit buses.

C. Be present throughout the bus manufacturing process and CNG conversion process at A-1 and shall conduct inspection services during all processes to visually confirm compliance to Metro Bus's final Technical Specifications and ensure compliance with the performance standards contained therein.

D. Confirm compliance to the findings of Metro Bus's Pre-Award Audit of ARBOC's Buy America Certification.

E. Observe the functional testing of each vehicle.

F. Utilize techniques that will enable the inspectors to identify the maximum number of deficiencies as practical.

G. Prepare and maintain video, photos, and records.

H. Provide Metro Bus with the following Pre and Post-Delivery Reports as required by 49 CFR Part 663 in a form sufficient for submission to the Federal Transit Administration:
   a. Pre and Post-Delivery Buy America
   b. Pre and Post-Delivery Audit
   c. Pre and Post-Delivery Buy America Content
   d. Pre and Post-Delivery Purchasing Requirements Certification
   e. Pre and Post-Delivery FMVSS
   f. Pre and Post-Delivery TVM

I. The Contractor will complete a Pre and Post-Delivery Audit Report in accordance with 49 CFR 663.31 through 663.37 inclusive. The Pre and Post-Delivery Audit, Buy America Analysis, and all reports and inspection records shall be delivered to **Gary Korneck, Procurement Manager, Metro Bus** within fifteen (15) working days upon completion of production.

2. Inspections during the manufacturing process

A. Monitor and inspect all body-on-chassis suspension modifications during the manufacture of the Class 400 buses.

B. Monitor and evaluate critical build-up and assembly of body frames including the roof, sidewall, front and rear sections, and floor structure.

C. Visually monitor the manufacture, assembly and attachment of all undercarriage structures and upper body components.

D. Verify uniformity of component installations, alignment and proper support.

E. Check for proper thickness, type, and adhesion of undercoating's if applicable.

F. Visually inspect the installation and observe functional tests of the ramp.

G. Visually inspect uniformity, installation, and attachment of all CNG related components including torque of critical connections and fasteners.

H. Visually inspect the installation and observe functional tests of the primary heating and air conditioning system along with auxiliary heaters. Ensure proper placement and operation of auxiliary heaters.

I. Visually inspect the proper installation and functional testing of the natural gas and fire suppression systems.

J. Monitor and inspect routing of wiring harnesses and hoses and proper placement of fire suppression system nozzles (critical).

K. Ensure proper routing and placement of all Metro Bus requested pre-wire electrical, harnesses and equipment locations.

L. Monitor and inspect proper grade of bolts, appropriate type, and application of blind fasteners.

M. Verify location and reliability of electrical circuits and terminals, electrical junction and component boxes.

N. Monitor, test and verify the type and arrangement of passenger seating and any applicable seat belts.

O. Monitor, test and verify the proper installation and function of the wheelchair securement equipment (Q'Straint, QRT360 system) and wheelchair securement positions.

P. Monitor and inspect all component installations; alignment and support of all access doors, windows & frames, floor covering, molding, compartments, interior barriers and panels, stanchions, handrails, driver seat and power pedestal, dashboard, doghouse switches, etc.

Q. Monitor and inspect the installation of the camera system surveillance system including camera locations and views, ensure proper interior and exterior cameras have been installed. Inspect all wiring and harnesses to ensure proper connections to the system equipment.

R. Inspect and monitor proper installation and operation of all engine and drive train components as well as brakes, mirrors, operator controls, signage/decals, battery shut-off, battery box and jump-start plug, bumpers, wheels, fenders, step-ups, etc.

S. Monitor and verify the proper installation and location of any applicable communication equipment.

T. Monitor and verify proper positioning and operation of all interior and exterior lighting including proper operation of all hazard and vehicle detection lighting.

U. Visually identify and verify the repair of any air, water, or fluid leaks.

V. Visual and measured inspections of the overall fit and finish of the bus paint applications ensuring proper paint color application has been applied.

W. Provide solutions to production line problems and implement approved change orders.

X. Water and Road test inspections.

Y. Report on the progress and condition of each individual Class 400 bus as they move through the production process.

3. Progress Reports

During the project, Metro Bus will receive from the Contractor weekly written reports and digital photos from the previous week's activities in regard to project progress and particular points of interest via email or SharePoint. These reports shall be provided to the following individuals:

- **Gary Korneck, Procurement Manager: gkorneck@stcloudmtc.com**
- **Mike Reid, Maintenance Manager: mreid@stcloudmtc.com**
- **Missy Kraemer, Operations Manager: mkraemer@stcloudmtc.com**
- **Mike Keller, Operations Manager: mkeller@stcloudmtc.com**
- **Dave Green, Chief Operations Officer: dgreen@stcloudmtc.com**

Weekly written reports will outline the work activity by bus number, hours of inspection, parts shortages and deficiencies found along with the corrective action taken. The Contractor will work closely with Metro Bus, North Central Bus & Equipment, ARBOC and A-1 in providing

solutions to production line problems, implementing approved change orders, and addressing open concerns. Progress reports will continue until all buses have been signed-off for delivery.

4. Pre-Delivery Testing

As part of the pre-delivery testing, upon completion of the production activities, the Contractor shall monitor the functional testing of each vehicle and conduct a configuration audit and road test of each vehicle in accordance with 49 CFR Part 663.37(b). A record of these tests shall be maintained. Any noted defects shall be called to the attention of ARBOC or A-1 Quality Assurance teams for correction as appropriate.

Prior to the release for delivery, the Contractor shall maintain discrepancy reports on each bus. Prior to releasing each vehicle, the Contractor shall ensure that all noted discrepancies have been resolved or shall obtain Metro Bus's concurrence to accept the vehicle with the discrepancy. A list of noted discrepancies and completed forms shall be provided to Metro Bus along with completed release checklists.

5. Post- Delivery Audit

After all the vehicles have been delivered to North Central Bus & Equipment, the Contractor shall review the report of its plant inspections to determine if a variance exists between the material listed on Metro Bus's Pre-Award Buy America audit and the material used by the vehicle manufacturer. Also, the Contractor shall confirm that the vehicles were built in compliance to Metro Bus's final technical specifications. If a variance exists, the Contractor shall review the resolution of the variance. If necessary, the vehicle manufacturer will be contacted. Once this review process is complete, the Contractor shall issue a report to Metro Bus stating that the vehicles comply with both the Pre-Award and Post-Delivery Buy America certification and the technical certification. Each separate report shall also contain a copy of ARBOC's certification of compliance to FMVSS standards and a copy of the weekly reports in order to verify that inspectors were present during the manufacturing process. This report shall meet the Post-Delivery audit requirements of 49 CFR, Part 663.

VI. QUOTATION REQUIREMENTS

Proposers are required to submit the following information as part of their quote via email to **Gary Korneck, Procurement Manager, gkorneck@stcloudmtc.com by Monday, December 22, 2025, 12:00 p.m. CT.** In addition to the requirements in **1-3** below, Metro Bus encourages those quoting to provide any additional information as to the services included in their program as part of their Proposal.

1. **Understanding Scope of Work -** Briefly describe the amount of time required by the inspector(s) at the manufacturing plant. Describe the services that will be performed and the documentation that will be submitted to Metro Bus. Briefly describe pre-delivery services, release of vehicles for delivery, post-delivery audits, progress reports and project deliverables.

Address how the federal requirements will be met as to Buy America requirements. Provide examples of all documentation where applicable.

2. **Statement of Qualifications -** Provide a brief history of bus line inspections performed by your company for Class 400 transit buses. Include the name of the person(s) who will perform the inspections and their qualifications on this type of work.

3. **Price -** The price proposal shall include all fees and expenses (including but not limited to):
   A. Travel
   B. Lodging
   C. Meals
   D. Vehicle rental
   E. Mobile phone service
   F. Computer support
   G. Overnight courier
   H. Overhead and profit

   The proposed price shall include the costs for performing the inspections during manufacturing and preparing all reports. In the event Metro Bus only receives one proposal, Metro Bus will be required to negotiate profit with the single proposer per FTA Circular 4220.1E. Metro Bus reserves the right to conduct negotiations on price for this service.

VII. ATTACHMENTS

A. Exhibit A – Sample Certificates and Forms, APTA In-Plant Bus Inspection Recommendations.

B. Required FTA Debarment-Suspension Certification – Must be signed, dated and returned with your proposal. Failure to do so will constitute your proposal as non-responsive and an automatic disqualification.

VIII. CONTRACTING ETHICS

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. Specification Documents

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

IX. FTA THIRD PARTY CONTRACT CLAUSES

Energy Conservation Requirements
42 U.S.C. 6321 et seq.
49 CFR Part 18

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA. 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.

Access to Records and Reports
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or

expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes
49 CFR Part 18

No specific language is mandated. The following language has been developed by FTA. Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements and Related Acts
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

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

if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

3. 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.

Termination
49 U.S.C. Part 18
FTA Circular 4220.1E

a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. **Termination for Default [Breach or Cause] (General Provision)** 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, the (Recipient) 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 only be paid 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 the (Recipient) 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, the (Recipient), 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.

c. **Opportunity to Cure (General Provision)** The (Recipient) 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Government-Wide Debarment and Suspension
49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

Civil Rights Requirements
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

1. Federal Equal Employment Opportunity (EEO) Requirements. This include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs, 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination, Title VII of the Civil Rights Act of 1096, as amended, 42 U.S.C. § 20000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 2965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

Civil Rights - The following requirements apply to the underlying contract:

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

2. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements; including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

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

Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DAT, DOJ, U.S. GSA, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

METRO BUS
the people picker-uppers.

Disadvantaged Business Enterprise (DBE)
49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of social or economic disadvantages in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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.

DBE/SBE-Neutral

☒ This project is DBE-Neutral. No DBE/SBE goal has been set for this project.

All responders are encouraged to include their anticipated DBE/SBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with a DBEN goal.**

DBE Directory. A directory of all certified DBEs in the state of Minnesota is available at the following link: https://link.edgepilot.com/s/9174654e/MPHGU3-g-kW8zNeCSBhl6A?u=http://mnucp.metc.state.mn.us/Default.aspx.

The Minnesota Unified Certification Program (MnUCP) maintains this directory. It is the definitive source of information regarding the DBE certification status of firms in Minnesota.

False Claims. The Federal False Claims Act (31 USC §§ 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 15C) apply to statements and certifications the responder makes in connection with the DBE program.

Incorporation of Federal Transit Administration (FTA) Terms
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E 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 MnDOT Office of Transit and Active Transportation requests which would cause MnDOT Office of Transit and Active Transportation to be in violation of the FTA terms and conditions.

Telecommunications
2 CFR part 200.216

Telecommunications Certification. By signing an agreement with the State and/or as a subcontractor, party certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), party does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Party will include this certification as a flow down clause in any contract related to this agreement.

Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when an official business in connection with the work performed under this Contract.

Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work not later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

Trafficking in Persons
2023 MA §4(f)

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:
(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
(c) Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

Federal Tax Liability and Recent Felony Convictions
2023 MA §4(g)

(1) The contractor certifies that it:
(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(**2) Flow-Down.** The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

Veterans Hiring Preference
Section 2108 of Title 5

Veterans Employment

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

Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to the federal laws, regulations, requirements, and guidance will continue in effect.