



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

### **Request for Proposal**

### **Multifunction Copier Machines**

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

#### **Primary Contacts:**

Steve Williams – I.T. Manager  
Phone: 320-529-4496  
Email: [sWilliams@stcloudmtc.com](mailto:sWilliams@stcloudmtc.com)

Gary Korneck – Procurement Manager  
Phone: 320-529-4488  
Email: [gkorneck@stcloudmtc.com](mailto:gkorneck@stcloudmtc.com)

#### **Project Schedule:**

**RFP Release Date:** Monday, December 22, 2025  
**Proposals Due:** Monday, January 12, 2026, 12:00 p.m. CT  
**Contract Award:** Friday, January 16, 2026, 5:00 p.m. CT  
**Executed Contract:** TBD  
**Installation Date:** TBD

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## **I. Project Overview**

The St. Cloud Metropolitan Transit Commission (DBA - Metro Bus) will be accepting proposals from qualified Vendors for the purchase of three (3) B&W & Color Multifunction copy machines.

## **II. Project Locations**

Metro Bus Main Operations Center  
665 Franklin Avenue N.E.  
St. Cloud, MN 56304

Mobility Training Center  
700 West St. Germain, Suite 100  
St. Cloud, MN 56301

Future Western Transit Center – Waite Park, MN. (Full address TBD)  
(Copier will be added in the future, after install of the initial two (2) units).

## **III. Proposal Process**

### **1. Proposals Due**

Proposals must be submitted no later than **Monday, January 12, 2026, 12:00 p.m. CT to Attn: Gary Korneck, Procurement Manager.** Proposals may be sent via email, or hand delivered. Submitted proposals must be clearly identified as: "**Metro Bus Multifunction Copier Proposal**".

### **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. Pre-Proposal Inquiries**

All inquiries pertaining to the project specifications must be directed to:  
**Steve Williams, I.T. Manager**  
**Phone: 320-529-4496**  
**Email: [sWilliams@stcloudmtc.com](mailto:sWilliams@stcloudmtc.com)**

### **4. Modification/Withdrawal of Proposal**

Vendors will not be allowed to withdraw their proposal after the closing date and time. Vendors 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 Vendor 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.

## **5. Errors and Omissions**

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

## **6. Acceptance of Proposals**

This Request for Proposal should not be construed as an agreement of services. Metro Bus is not bound to accept the lowest price proposed or any of those submitted. Metro Bus may cancel this RFP at any time and shall have no liability to the Vendor for any costs incurred in connection with preparation of a response to this Request for Proposal.

## **7. Tax Exemption**

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

## **8. Agreement of Terms**

By submitting a proposal, the Vendor agrees to all of the terms and conditions set forth in this RFP. Vendors 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.

## **9. Final Agreement**

The final contract, 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.

## **10. Contract Period**

The chosen Vendor and Metro Bus shall sign a formal contract within five (5) working days after the proposal award date. Any contract award as a result of this RFP will be for a minimum of five (5) years. The Vendor shall not in any way assign or transfer its rights or interests under this agreement in any way whatsoever without prior written consent of Metro Bus.

## **11. Proposal Award**

Metro Bus will make an award to the most responsible Vendor in the best interest of Metro Bus and considering the ultimate economy of the quote within the guidelines of the specifications.

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

<b>Evaluation Elements</b>	<b>Max Score</b>	<b>Awarded Points</b>
<b>Experience/Qualifications:</b> The Vendor has an established reputation in the office machine industry and has a recognized presence in the St. Cloud area. A local account executive has been identified.	<b>25</b>	
<b>Implementation Plan:</b> The Vendor has outlined a detailed installation plan for all locations which includes date and time of delivery, removal of any existing copier equipment, set-up of new equipment, training of Metro Bus staff and estimated completion.	<b>20</b>	
<b>Technical/Service Support:</b> The Vendor has identified its technical and maintenance support structure including all primary contact info, estimated response times, hours of support operation and troubleshooting techniques.	<b>20</b>	
<b>Price Proposal:</b> The proposed pricing appears complete, realistic, and cost effective. The total price represents value and incentive for Metro Bus.	<b>35</b>	
<b>TOTAL POINTS:</b>	<b>100</b>	

## **12. 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.

## **13. Indemnification**

The Vendor 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.

## **14. Change Orders**

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

- a. A change in volume 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.

Adjustments to the final executed contract proposed by a change order shall be initiated when the Vendor and Metro Bus have duly executed the following:

- a. Fully executed contract addendum between the Vendor and Metro Bus.

## **IV. Warranty Provisions**

### **1. General**

The Vendor, its Sub-Contractors, Manufacturers and Suppliers shall indicate and provide for warranty periods on all required equipment and supplies. Warranties shall be based upon the typical structural components of the equipment and supplies used. The equipment and supplies shall maintain their structural and functional integrity throughout the warranty period. The Vendor shall provide a list of product and manufacturer names (including product stock numbers) and product specifications to include ongoing maintenance and care.

### **2. Detection of Defects**

If Metro Bus detects a defect within the warranty period, it shall promptly notify the Vendor. Within three (3) working days after receipt of notification, the Vendor shall either agree that the defect is, in fact, covered by warranty, or reserve judgment until the Vendor's representative inspects the item. In the event that defects of materials or workmanship become evident during the warranty period, the corrections of such defects shall be deemed to be within these warranty provisions, even though the necessary corrective work may extend beyond the warranty period.

### **3. Out-of-Warranty Repairs**

In the event that defects of materials or workmanship become evident beyond the stated warranty period but within the expected or stated life expectancy, the Vendor will agree to negotiate in good faith with Metro Bus a "policy adjustment" on all materials and labor for repairs deemed necessary and performed in relation to the reported defect.

### **4. Repair Performance**

Metro Bus shall require the Vendor or its designated representative to perform warranty-covered repairs. In the event Metro Bus requires the Vendor or its designated representative to perform warranty covered repairs, the necessary repairs must be completed within two (2) working days after receiving notification of a defect from Metro Bus.

## **V. Insurance Requirements**

The Primary Vendor and its Sub-Contractors will submit to Metro Bus, prior to any services performed, certificates of the Vendor'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	\$2,000,000
(Other than Products/Completed Operations)	

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

## **VI. DBE/SBE**

It is the policy of Metro Bus that disadvantaged and small business enterprises as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with funds under this

agreement. Consequently, the DBE/SBE requirements of 40 CFR, Part 26 apply to this agreement.

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://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.

## **VII. Protest Procedures**

Vendors 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.



Vendors 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.

Vendors 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

Vendors 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. Vendors must review the Metro Bus proposal protest guidelines carefully before filing a protest. At the time of filing a protest, the Vendor agrees to be bound by these guidelines.

## **VIII. Termination of Service**

Metro Bus, by giving written thirty (30) day's notice specifying the effective date thereof, may terminate this contract in whole or in part without cause. The Vendor shall be entitled to compensation for services properly performed up to the date of notice of termination of this agreement including all reimbursable expenses.

## **IX. Vendor Requirements**

1. Each Vendor must include the following information with their proposal:
  - a. Vendor's principal business name
  - b. Vendor's principal business address
  - c. Vendor's business address through which most contract work will be performed
  - d. Vendor's main point of contact to include:
    - a) Name
    - b) Business phone
    - c) Mobile phone
    - d) Email address

## X. Pricing Spreadsheet

Vendors are required to submit their price proposals on the included **“Attachment A, Pricing Spreadsheet”** which can be found at the following web address: <https://www.ridemetrobus.com/business-metro-bus/>

## XI. Current Equipment

**Vendors must include an option with their proposal for a buy-back or credit towards Metro Bus's existing copier equipment.**

### 1. Main Operations Center

Description	Qty
Konica Bizhub C360i	1
36 BW & Color Pages Per Minute	1
Single Pass Document Feeder	1
Fax Kit w/PC Faxing & Inbound Routing	1
Auto Duplex	1
Networked 2-Sided Color and B/W Print	1
Networked 2-Sided Color and B/W Scanning	1
(4) 500 Sheet Paper Trays	4
Staple and Collate Finisher	1
2 and 3 Hole Punch	1
Booklet and Tri-Fold Finisher	1
150 Sheet Bypass Tray	1
USB & SD Port Printing	1
Scan to: email, folder, URL, media, (USB&SD Card	1
Blank Page Skipping in regard to scan & fax	1

### 2. Mobility Training Center

Description	Qty
Konica Bizhub 360i	1
36 BW & Color Pages Per Minute	1
Single Pass Document Feeder	1
Fax Kit w/PC Faxing & Inbound Routing	1
Auto Duplex	1
Networked 1-Sided Color and B/W Print	1
Networked 2-Sided Color and B/W Scanning	1
(4) 500 Sheet Paper Trays	4

Staple and Collate Finisher	1
2 and 3 Hole Punch	1
Booklet and Tri-Fold Finisher	1
150 Sheet Bypass Tray	1
USB & SD Port Printing	1
Scan to email, folder, URL, media (USB/SD card)	1
Blank Page Skipping in regard to scan & fax	1

### 3. Western Transit Center (Future Install)

Description	Qty
Konica Bizhub 360i	1
36 BW & Color Pages Per Minute	1
Single Pass Document Feeder	1
Fax Kit w/PC Faxing & Inbound Routing	1
Auto Duplex	1
Networked 1-Sided Color and B/W Print	1
Networked 2-Sided Color and B/W Scanning	1
(4) 500 Sheet Paper Trays	4
Staple and Collate Finisher	1
2 and 3 Hole Punch	1
Booklet and Tri-Fold Finisher	1
150 Sheet Bypass Tray	1
USB & SD Port Printing	1
Scan to email, folder, URL, media (USB/SD card)	1
Blank Page Skipping in regard to scan & fax	1

## XII. New Equipment Specifications

1. B&W and Color Multifunction Copier/Printer;
2. 36 Pages Per Minute Minimum;
3. Fax Kit – must provide fax to email feature, our current fax to email provider is eGoldFax. We do not use an analog telephone line for faxing;
4. Auto Duplex;
5. Single Pass Dual Scan Document Feeder;
6. Networked 2-Sided Color and B&W Print;
7. Networked 2-Sided Color and B&W Scanning;
8. 4/500 Sheet Drawers (additional drawer options if possible);
9. Staple and Collate Finisher (up to 100 pgs.);

10. 2 & 3 Hole Punch;
11. Booklet and Trifold Finisher With Large Capacity Output For Booklets;
12. 150 Sheet Minimum Bypass Tray;
13. USB Printing;
14. Scan to: email, folder, URL, media (USB);
15. When scanning or faxing a report or multiple documents, the ability to skip any pages that are not printed double-sided (i.e. – blank page skip).

### **XIII. Network Requirements**

1. **Interface:** 10-BASE-T/100-BASE-TX/1,000-BASE-T Ethernet, USB 2.0;
2. **Network Protocols:** TCP/IP (IPv4/IPv6), SMB, LPD, IPP, SNMP, HTTP, HTTPS;
3. **Scanner File Formats:** JPEG, TIFF, PDF, PDF/A 1a and 1b (optional), compact PDF, encrypted PDF and searchable PDF(optional), XPS, compact XPS, PPTX and searchable PPTX, (optional), searchable DOCX/XLSX (optional);
4. **Print Functions:** Direct print of PCL, PS, TIFF, XPS, PDF, encrypted PDF files and OOXML (DOCX, XLSX, PPTX), mixmedia and mplex, "Easy set" job programming, overlay, watermark, copy protection, carbon copy print.

### **XIV. Supply Expectations**

1. OEM only B&W and Color Toner;
2. OEM only staples;
3. Consumable supplies must meet OEM specifications;
4. Consumable supplies must not exceed a 0.5% failure rate;
5. Vendor assumes all responsibility for Hardware performance due to consumable supplies;
6. Vendor is responsible for delivery of supplies to point of need;
7. Down time due to lack of consumable supplies is not acceptable;
8. Free shipping for all supplies
9. All paper will be provided by Metro Bus.

### **XV. Service Expectations**

**The Vendor must provide with their proposal a detailed method of managing service.**

1. Unlimited phone support on all service calls during normal business hours, 8:00 a.m. to 5:00 p.m. CT, Monday through Friday with the exception of statutory holidays.
2. Vendor will respond to a request for maintenance/service within two (2) hours.
3. Maintenance and repair calls must be performed within four (4) hours of request for service.
4. The maximum allowable downtime for either piece of equipment will be twenty-four (24) hours.
5. Excluded from these requirements are delays resulting from acts of nature, accidents or extreme weather conditions.
6. A loaner machine must be provided for any repairs that cannot be completed within five (5) business days.
7. The Vendor will be responsible for the disposal and recycling of all service parts.
8. The Vendor assumes all responsibility for copier performance due to service parts and consumables.
9. The Vendor will perform preventative maintenance according to the manufacturers recommended service schedules at no additional fee.
10. The Vendor must provide a list of the following:
  - a. Method for tracking service call history at each location;
  - b. Number of trained technicians within Metro Bus's service area;
  - c. Average support call response time;
  - d. Location of local support dispatch office.

## **XVI. Installation/Training**

1. The Vendor shall coordinate and provide delivery at no additional fee.
2. Delivery will take place between 8:00 a.m. and 5:00 p.m. CT Monday thru Friday.
3. The copiers shall be delivered to each Metro Bus location and shall be installed and made ready for immediate use by the selected Vendor.
4. The Vendor will provide end-user training to Metro Bus staff at no additional fee on the same day as delivery.
5. End-user training shall take place at both Metro Bus locations between the hours of 8:00 a.m. and 5:00 p.m. CT Monday thru Friday.

## **XVII. Required FTA Certification Forms**

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

1. Integrity Certification, Debarment-Suspension
2. Schedule C – Contractors Schedule of DBE Participation
3. Schedule D – Certificate of Compliance with DBE Requirements
4. Schedule F – Letter of Intent to Perform as a Subcontractor

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

## **XVIII. 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.

## **XIX. FTA Third Party Clauses**

### **Required Clauses and Contract Provisions**

The services identified in these specifications are to be purchased with the assistance of a grant from the Federal Government under the Urban Mass Transportation Act of 1964, as amended hereinafter referred to as Federal Transit Administration (FTA). The successful Vendor will be required to comply with all terms and conditions prescribed for third party contracts in grant contracts between the United States of America and the St. Cloud Metropolitan Transit Commission (DBA – Metro Bus).

### **Federal Changes**

Vendor 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 Metro Bus and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The vendor's failure to comply shall constitute a material breach of this contract.

### **Access to Records and Reports**

### **Applicability to Contracts**

Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

**a. Record Retention.** The Vendor will retain and will require its subcontractor 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 Vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Vendor shall maintain all books, records, accounts and reports required under this Contract for a period of 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 Vendor agrees to provide sufficient access to FTA and its Vendors 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 Vendor agrees to permit FTA and its Vendors access to the sites of performance under this contract as reasonably may be required.

### **Buy America**

#### **Clause**

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts.

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

The [bidder or proposer] must submit to Metro Bus the appropriate Buy America certification as part of their proposal. Bids or proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

### **Clean Air Act and Federal Water Pollution Control Act**

#### **Clause**



The Vendor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with all requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Civil Rights Laws and Equal Opportunity**

#### **Flow Down**

Civil Rights requirements flow down to all third party Vendors and their contracts at every tier.

#### **Clause**

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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated fairly 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 Vendor 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 Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor 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 Vendor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

### **Disadvantaged-Small Business Enterprises (DBE-SBE)**

#### **Overview**

It is the policy of Metro Bus and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises/Small Business Enterprises ("DBE's/SBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

**Clause**

For all DOT-assisted contracts, each third party vendor must include assurances that they will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

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 Vendor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, all prime Vendors agree to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment Metro Bus makes to the prime Vendor. (49 C.F.R. § 26.29(a)).

**For the purpose of this Contract, Metro Bus will accept only DBE's/SBE's who are:**

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)].

**Prompt Payment**

1. The Vendor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Vendor has received payment from Metro Bus.
2. In addition, all retainage amounts must be paid by the Vendor to the Subcontractor no later than fifteen (15) business days after the Subcontractor has, in the opinion of Metro Bus, satisfactorily completed its portion of the work.
3. A delay in, or postponement of, payment to the Subcontractor requires good cause and prior written approval of Metro Bus.

4. The Vendor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. Metro Bus will not pay the Vendor for work performed unless and until the Vendor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the Vendor's sworn statement that it has complied with the prompt payment requirements.
6. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Vendor debarment.

## **Employee Protections**

### **Prevailing Wage and Anti-Kickbacks**

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the Vendor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Vendor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Vendor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Vendor agrees to pay wages not less than once a week. The Vendor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Vendor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also



Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Vendor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

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

The Vendor shall require the inclusion of the language of this clause within subcontracts of all tiers.

#### **ADA Access**

The Vendor agrees that all work performed will be in compliance with all applicable laws pertaining to access. The Vendor also agrees to comply with all applicable provisions of the ADA 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 individuals with disabilities; 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 individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.

#### **Energy Conservation**

#### **Clause**

The Vendor 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.

#### **Safe Operation of Motor Vehicles**

#### **Seat Belt Use**

The Vendor 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 vehicles" and "company-leased vehicles" refer to vehicles owned or leased either by the Vendor or Metro Bus.

### **Distracted Driving**

The Vendor 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 the Vendor owns, leases, or rents, or a privately-owned vehicle on official business in connection with the work performed under this agreement.

### **Government-Wide Debarment and Suspension**

#### **Clause**

The Vendor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Vendor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 by Metro Bus 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid 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.

### **Lobbying Restrictions**

#### **Clause**

The Vendor certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the Vendor 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. 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 a Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which Metro Bus has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By its signature on this Contract, the Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. Section 3801, et seq., apply to this certification and disclosure, if any.

### **National Intelligent Transportation Systems (ITS) Architecture and Standards**

To the extent applicable, the Vendor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

### **Telecommunications Certification**

The Vendor certifies through the signing of this contract 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), the Vendor 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. The Vendor will include this certification as a flow down clause in any subcontract related to this Contract.

### **No Government Obligation to Third Parties**

#### **Clause**

The Recipient and Vendor 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, Vendor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Vendor 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 and Related Acts**

#### **Clause**

The Vendor 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 Vendor 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 Vendor 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 Vendor to the extent the Federal Government deems appropriate.

The Vendor 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 Vendor, to the extent the Federal Government deems appropriate.

The Vendor 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.

### **Recycled Products**

#### **Clause**

The Vendor 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.

#### **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 federal laws, regulations, requirements, and guidance will continue in effect.

#### **Termination**

##### **Termination for Convenience (General Provisions)**

Metro Bus or the Vendor may terminate this contract, in whole or in part, at any time by thirty (30) day written notice to either party when it is in Metro Bus's or the Vendor's

best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to Metro Bus to be paid. If the Vendor has any property in its possession belonging to Metro Bus, the Vendor will account for the same, and dispose of it in the manner Metro Bus directs.

#### **Termination for Default (Breach or Cause) (General Provision)**

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provision of the contract, Metro Bus may terminate this contract for default. Termination shall be effected by serving an advanced thirty (30) day written Notice of Termination on the Vendor setting forth the manner in which the Vendor is in default. The Vendor 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 Vendor 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 Vendor, Metro Bus, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a Termination for Convenience.

#### **Opportunity to Cure (General Provision)**

Metro Bus, in its sole discretion may, in the case of a termination for breach or default, allow the Vendor [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 any other appropriate conditions will be specified.

If the Vendor fails to remedy to Metro Bus's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor 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 the Vendor. Any such termination for default shall not in any way operate to preclude Metro Bus from also pursuing all available remedies against the Vendor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event Metro Bus elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this contract, such waiver by Metro Bus shall not limit Metro Bus's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### **Violation and Breach of Contract**

#### **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 Metro Bus or the Vendor 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.

Substantial failure of the Vendor to complete the project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Metro Bus will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Vendor recognizes that in the event of a breach of this Agreement by the Vendor before Metro Bus takes action contemplated herein, Metro Bus will provide the Vendor with sixty (60) days written notice that Metro Bus considers that such a breach has occurred and will provide the Vendor thirty (30) days to respond and to take necessary corrective action.

#### **Rights and Remedies of Metro Bus**

Metro Bus shall have the following rights in the event that Metro Bus deems the Vendor is guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Vendor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and

#### 4. The right to money damages.

For purposes of this Contract, breach shall include, but not be limited to, failure to proceed with work, failure to perform, failure to supervise, failure to comply with Metro Bus written directives in accordance with the contract.

#### **Rights and Remedies of the Contractor**

Inasmuch as the Vendor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Metro Bus, the Vendor expressly agrees that no default, act or omission of Metro Bus shall constitute a material breach of this Contract, entitling Vendor to cancel or rescind the Contract (unless Metro Bus directs Vendor to do so) or to suspend or abandon performance.

#### **Disputes**

Metro Bus and the Vendor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Metro Bus and the Vendor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious, or grossly erroneous manner.

#### **Performance during Dispute**

Unless otherwise directed by Metro Bus, the Vendor 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 its employees, agents, or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing



to such other party within ten (10) days after the first observance of such injury or damage. In addition, the vendor agrees to notify Metro Bus's project manager within 24 hours either verbally or in writing of any injury or damage that occurs relating to the project.

### **Trafficking In Persons**

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 subagreements thereunder.

### **Federal Tax Liability and Recent Felony Convictions**

(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;
- (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.

### **Incorporation of Standard 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 Vendor shall not perform



an act, fail to perform an 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.