



1200 23rd Ave S
PO Box 683
Waite Park, MN 56387-0683
Email
Phone #

Request For Proposal

Vehicle Maintenance Pricing

Issue Date:
August 27, 2025

Cost Proposal Due Date:
September 29th, 2025

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Attachments:

1. Disadvantage Business Enterprise (DBE) Provisions

Section 1 Specific Conditions

Tri-County Action Program – is seeking qualified vendors to provide Preventive and Corrective Maintenance Services, including towing services, and tires on our fleet. Vehicle Maintenance is all encompassing anything in the following categories: Lubrication, Shop Supplies, Maintenance Parts, and Corrective Repairs. Proposals must be received no later than **3:00 p.m. on Monday September 29th, 2025**. Contact Data & Compliance Coordinator – Kimberly Keller at kimberly.keller@tricap.org for any clarifications.

BACKGROUND

1. Tri-County Action Program operates in Sherburne County, Mille Lacs County, Morrison County, Benton County and Stearns County. We have both route deviation and demand response service five days a week in all locations and six days a week in 3 locations (Morrison County, Mille Lacs County, and Sherburne County). Tri-County Action Program is seeking experienced, qualified vendors to provide Preventive and Corrective Maintenance Services, including towing services, and tires for public transit buses.
2. Presently Tri-County Action Program Transit fleet consists of **thirty-two (32)** Cutaway Transit vehicles. Cutaway vehicles are built on the frame of an E450 Ford Van Chassis for 20 of our cutaway fleet, 9 Freightliners class 500, and 3 Ford Glaval 550. Our cutaway buses have accessible lifts to accommodate those that are unable to board the buses via the stairwell. The cutaway buses also have additional rear auxiliary heaters and air conditioners units that will often need servicing. To meet the needs of the fleet, we can assume that each bus in Stearns, Mille Lacs, and Benton Counties will have no more than one full set of tires replaced during the year and many will need none. In Morrison and Sherburne Counties we can assume that the fleet will have the steer tires replace twice, and the 4 drive tires once during the year. A full set is comprised of 2 steer tires and 4 drive tires. In the case of the E450 buses, we use the same tire on both the front and rear so a set would be 6 tires.
3. The tires listed below are our current model numbers. Any similar brand name tire that is suitable for all-season driving conditions in central Minnesota will be considered. We do not accept retreaded or regrooved tires-only new.
 - Stearns County Sauk Centre
 - Class 500 225/70/ R 19.5 Hankook Smart Flex Front, 275/70/ R19.5 Toyo M608 Rear
 - Class 400 LT225/75/ R 16 Hankook Dynapro AT2 Xtreme rear, TOYO Open County HT2 front
 - Stearns County Waite Park
 - 1 bus 255/70/ R22.5
 - 8 buses 245/70/ R 19.5
 - Bridgestone for the front and Bridgestone and/or Michelin for the rear
 - Mille Lacs County Milaca
 - 6 Class 400 225/75/ R16 Goodyear Wrangler Workhorse HT All Season
 - Morrison County Little Falls
 - 225/75/ R 16 Firestone All Season
 - Sherburne County Elk River
 - 2 buses 225/70/ R19
 - 4 buses 225/75/ R16
 - Goodyear All Season
4. Successful proposers will be able to explain their **Labor Costs** in the Request for Proposals along with identifying the type of Vehicle Maintenance work they are able to do. “General Vehicle Maintenance” presumes that all basic preventative maintenance work such as Oil Changes, Lubrications, Radiator Flushes Air Filters, etc. can be completed by the vendor along with normal expectations from a vehicle mechanic for corrective repairs. Corrective repairs

include but are not limited to Brake Replacements, Exhaust Repairs, Tire Repairs or Tire Replacements, Air Conditioning Servicing, and Transmission or Engine Replacements. If any "Specialized Vehicle Maintenance" is available from a vendor it should be noted in their response along with any different Labor Costs associated with the specialized services. Such services would include Wheelchair Lift Repairs, Glass Replacement, and Body Repair. Any other services would be considered General Vehicle Maintenance. However, if there are any Labor Cost difference for a vendor depending on the vehicle maintenance work, it should be noted in their response.

The Tri-County Action Program is committed to ensuring that no person excluded from participation in or denied the benefits of its programs and services on the basis of race, creed, color, national origin, sex, age, disability, or veteran's status, and encourages the participation of small and disadvantaged business enterprises in the performance of this contract. The Tri-County Action Program reserves the right to accept or reject any and/or all proposals in the best interest of the Tri-County Action Program.

All vendors who adequately complete the Pricing matrix will be considered for this procurement.

Each Pricing Form and all Required Certificates shall be emailed in a portable document format (".pdf") attachment and emailed to Kimberly Keller at kimberly.keller@tricap.org OR placed and securely sealed in an envelope marked: **"Transportation Data & Compliance Coordinator"** and mailed to:

1200 23rd Ave S
PO Box 683
Waite Park, MN 56387-0683

Proposals must be received by **September 29th, 2025 at 3:00 PM Central Time**. Any Proposals received after 3:00 pm will not be considered.

REQUEST FOR PROPOSALS

- a) Price proposals are requested from qualified firms to provide Vehicle Maintenance Services for the Faribault – Martin County Transit Board.
- b) Criteria for Award: Award shall be based on the best value for meeting the proposal prices, which meet specifications. Multiple Proposals that cover specific geographic areas will be accepted. Tri-County Action Program reserves the right to reject any or all Proposals, to waive any technicalities and to accept the Proposal(s) which in its judgement that adequately completes the request requirements.
- c) Proposal forms are to provide for the original term of 10/1/2025 through 12/31/2026.
- d) Prices proposed shall be good for 90 days after the proposal due date.
- e) Guaranteed Performance: The Proposer, if awarded a contract as a result of this solicitation, guarantees that services will conform to the specifications in this Proposal and signed contract. Failure of the contractor to comply with providing a service, which meets minimum contract obligations, may result in termination of the award of that item or termination of the contract.
- f) Tri-County Action Program intends to award the contract to one or more responsible proposals as early as October 1, 2025
- g) The FTA is or will be providing federal assistance for this project in an estimated expected amount of \$78,832.80; the Assistance Listing number is 20.509.
- h) Any questions regarding this RFP must be received by the Transit Director via email no later than **2:00 p.m. on September 5, 2025**.
 - The replies to any requests will be posted verbatim in the form of an addendum to this RFP on the Tri-County Action Program website at www.tricap.org on **Tuesday, September 9th, 2025**.

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- g) No oral explanation or interpretation will modify any of the requirements or provisions of the Contract documents. Tri-County Action Program will assume NO responsibility for oral instructions or suggestions. Changes to the RFP will be made **only by written addendum**. Addendum will be posted on Tri-County Action Program website at www.tricap.org.

CONTRACT

The anticipated term of a contract awarded as a result of this Proposal shall begin on October 1, 2025, and end on December 31, 2026. Tri-County Action Program may exercise an additional two (2) year option term based on the pricing provided within the Proposed Pricing Form. Determining an option term will be based on conducting a market analysis to ensure the Vehicle Maintenance services pricing is more advantageous than the current market. Tri-County Action Program will only exercise option terms for Proposals with pricing during the option periods. All prices cost and conditions submitted in response to this Request for Proposal shall remain fixed and valid after the closing date for this Proposal submission and throughout the term of the agreement. Tri-County Action Program shall have the option executing a term addendum to the existing contract, by mutual agreement, with approval by the Director. A breach of any terms of the contract shall be grounds for immediate termination of the contract.

CONTRACTOR

The Contractor shall be qualified to perform the required work under applicable licensing statutes of the State of Minnesota and other applicable regulatory agencies. The Contractor shall be properly licensed and shall comply with all applicable Federal, State and local government coded, laws, regulations and requirements in the performance of the work described herein.

PREPARATION OF PROPOSAL AND PRICING FORM

Proposals and Pricing must be submitted on the forms attached. All blanks in the Pricing form must be completed with ink or type. Bids containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or type and initialing the correction in ink by the person signing the Pricing Form. In the event any price term is expressed by the Pricing Form in both written and numerical form, the written representation shall govern in the event of an inconsistency.

Competitive Proposals will be accepted until September 29th, at 3:00 pm. at Tri-County Action Program main office in Waite Park, MN, or via mail to PO Box 683 Waite Park, MN 56387, or as an attachment to an e-mail (the Proposal amount shall not be visible in the email) to Kimberly Keller. Proposals should be clearly marked: **Transportation Data & Compliance Coordinator**. The Proposals will be opened and recorded on September 30th, 2025 at 9:00 a.m.

Tri-County Action Program reserves the right to reject any or all Proposals, to waive any technicalities, to accept in whole or in part such Proposal or Proposals as may be deemed in the best interest of the transit.

Tri-County Action Program reserves the right to purchase supplies and services from more than one distributor or other distributors. The Proposal by signing the Proposal form acknowledged that this is not an exclusive Proposal. No guarantee or warranty is made or implied that any order for any definite quantity will be issued.

The price quoted in any pricing submitted shall include all costs associated with labor of Vehicle Maintenance and tires. It is the intention of the RFP to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the RFP which are clearly necessary for the performance of the Contract shall be considered included in the Pricing proposal although not directly specified or called for in this RFP. No advantage shall be taken by the Proposer in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.

Tri-County Action Program shall not be under any obligation for payment of pre-contractual expenses, including expenses for preparing or submitting a Proposal with Pricing in response to this request, negotiating with Tri-County Action Program in any matter related to this RFP, and/or other expenses incurred by the Proposer prior to the date of award.

PROPOSAL REVIEW AND CRITERIA

The Evaluation Committee will make a recommendation to award to the Proposer, based upon the Evaluation Committees' determination of the responsible Offer or whose Cost Proposal is most advantageous to Tri-County Action Program. It is anticipated that the evaluation and selection will be completed by October 2nd, 2025.

The following items make up the evaluation criteria (and their respective weights) which Tri-County Action Program Evaluation Committee will use in evaluating proposals submitted in response to this RFP:

- Project Understanding - 20%
- Cost Detail – 30%
- Deliverables – 50%
 - Provides for pricing on all costs requested
 - Prices are fair and reasonable
 - Able to provide preferred services

Quotations will be evaluated on a “best value” basis.

Unsuccessful Proposers shall be notified of Tri-County Action Program Evaluation Committee's recommendation of award to the successful Proposer within five (5) working days of said recommendation.

PROTEST PROCEDURES

Protests will only be accepted from prospective offerors whose direct economic interest would be affected by the award of contract or refusal to award a contract. Tri-County Action Program will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protest must include at least the following information:

- Name, address, and telephone number of protestor
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest including copies of relevant documents
- A statement as to what relief is requested

All protest documents received by Tri-County Action Program shall be stamped with date and time received and logged into a protest file folder with a copy to the Master File.

PROTESTS BEFORE AWARD

Protests before award must be submitted within the time as specified herein. If the written protest is not received by the time specified, the evaluation process shall continue in the normal manner unless the Tri-County Action Program Transit Director, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.

The protests addressing the adequacy of Request For Proposals, including, without limitation, the pre-award procedure, the Instructions to Proposers, General Terms and Conditions, Technical Specifications and Scope of Work, must be filed at Tri-County Action Program no later than three (3) days before the scheduled opening date of proposal. Thereafter, such issues are deemed waived by all interested parties.

Notice of protest and the basis therefor shall be given to all proposers. In addition, when a protest against the making of an award is received and Tri-County Action Program determines to withhold the award pending disposition of the protest, the proposers whose proposals might become eligible for award shall be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for readvertising.

When a written protest against the making of an award is received, award shall not be made until five (5) days after the matter is resolved, unless the Tri-County Action Program determines that:

- the items to be procured are urgently required; or
- delivery or performance will be unduly delayed by failure to make the award promptly; or
- failure to make prompt award will otherwise cause undue harm to Tri-County Action Program or the State or the Federal Government.

In the event Tri-County Action Program Transit Director determines that the award is to be made during the five-day period or during the pendency of protest, he/she shall notify the MnDOT OTAT Procurement Staff prior to making such an award.

If award is made, Tri-County Action Program shall document the file to explain the need for an award and shall give written notice of the decision to proceed with the award to the protestor and, as appropriate, to others concerned.

PROTESTS AFTER AWARD

Protests against award must be filed with Tri-County Action Program Transit Director within five (5) days immediately following the award. The Transit Director shall review the protests. The contractor shall be furnished with the notice of protest and the basis therefor. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to Tri-County Action Program's interest, the Transit Director shall inform the contractor that Tri-County Action Program will not be responsible if the award is set aside and that the contractor proceeds with performance at his/her own risk.

DECISION ON PROTEST

Tri-County Action Program Transit Director shall render his/her decision in writing within fourteen (14) days from the receipt of the written protest and shall provide written notice of such decision to all interested parties.

Following an adverse decision by Tri-County Action Program Transit Director, the protestor may file a protest, first with MnDOT Procurement, and secondly with FTA. For details, see FTA Circular 4220.1G, as amended, which states that FTA will only review protests regarding the alleged failure of a grantee to have written protest procedures or alleged failure to follow such procedures. Also see the applicable provisions of 2 C.F.R. Part 200 for further information.

CRITERIA FOR CONSIDERATION

1. All forms included in the Proposed Pricing Form, must be completed and returned as part of the Proposal document. The Cost Proposal Form must be completed and included with any other proposal documents requested.
2. Unless otherwise specified all formal Proposals submitted shall be binding for ninety (90) day following Proposal opening date, unless the Proposer upon request of Tri-County Action Program, agrees to an extension.
3. Once Proposer enters into a contract, the contractor will be a vendor to purchase any vehicle maintenance services, tires, and/or towing services.
4. All work performed under this contract shall conform to all latest local, state, and federal safety requirements and shall, in all cases, meet OSHA requirements. It shall be the Contractor's responsibility to ensure complete compliance with these requirements.
5. Tri-County Action Program hereby reserves the right to approve as equivalent or to reject as not being equivalent, any item the responder proposes to furnish which contains variations from specification requirements but may comply substantially therewith, such decisions are strictly at the discretion of Tri-County Action Program.
6. If there is any clarification, problem, ambiguity or question regarding this Proposal, you must contact the Transit Director prior to September 5, 2025. Answers provided regarding the Proposal specifications MUST be answered by the Director. Questions answered by any other person or transit employee shall be considered completely non-applicable to the legal provisions of this Proposal, except as specifically authorized by the Director.
7. Non-collusion: Responders, by submitting a signed Cost Proposal certify that the accompanying Proposal is not the result of or affected by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the Minnesota or Federal law.

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8. Tri-County Action Program may make such investigations, as it deems necessary to determine the ability of the Responder to perform the work and the Responder shall furnish to Tri-County Action Program all such information and data for this purpose. Tri-County Action Program reserves the right to reject any Proposal if the evidence submitted by or investigation of such Responder fails to satisfy Tri-County Action Program and to complete the work contemplated therein.
 9. Non-discrimination Statement: Tri-County Action Program operates in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C).

INSURANCE

Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota, which insurance shall indemnify Contractor, and Tri-County Action Program from all liability described in the paragraph above.

- (1) Workers' compensation in accordance with the laws of the state of Minnesota.
- (2) Public Liability and Automobile Liability Insurance, with limits not less than **\$2,000,000** Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance.
- (3) Tri-County Action Program shall be named as an **Additional Insured** under the General Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and Tri-County Action Program. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation insurance. Tri-County Action Program does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify Tri-County Action Program without fail not less than thirty (30) days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to Tri-County Action Program will render any such change or changes in said policy or coverages ineffective as against Tri-County Action Program.

The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.

Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to Tri-County Action Program prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with Tri-County Action Program during the term of this Contract.

Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of Tri-County Action Program in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of Tri-County Action Program that such insurance is not reasonably available, Tri-County Action Program may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to Tri-County Action Program which is reasonably available.

The Contractor's policy(ies) will be primary to any other valid and collectible insurance available to Tri-County Action Program with respect to any claim arising out of the performance under this Contract.

The Contractor is responsible for payment of Contract-related insurance premiums and deductibles.

If the Contractor is self-insured, a Certificate of Self-Insurance must be provided to Tri-County Action Program, for approval in a form and amount acceptable to the Tri-County Action Program.

The Contractor's policy(ies) must include legal defense fees in addition to its liability limits, with the exception of Professional or Technical Errors and Omissions insurance.

Section 2 Federal Clauses

ACCESS TO RECORDS

49 U.S.C. § 5325(g)

Applicability to Contracts

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and subcontract at every tier.

Flow Down

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model/Clause Language

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

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, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CIVIL RIGHTS LAWS AND REGULATIONS

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.

Applicability to Contracts

Federal Civil Rights laws and regulations apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third-party contractors and their contract at every tier.

Model Clause/Language

Civil Rights and Equal Opportunity

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

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Ex Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants re employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 *et. Seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.*, and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air Act –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* (2) The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(3) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

33 U.S.C. § 1251 - 1387

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- (2) The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (3) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Applicability to Contracts

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

Model/Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. 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 national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is ____ %. A separate contract goal [of ____ % DBE participation has] [has not] been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))
1. **{If a separate contract goal has been established, use the following}** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent the names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.
- c. **With and accompanying an initial proposal] [prior to award]:**
- [Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)).
- {If no separate contract goal has been established, use the following}** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [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.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

- e. The contractor must promptly notify {insert agency name}, 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 of {insert agency name}.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

[FTA Circular 4220.1E](#)

Applicability to Contracts

All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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 by 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 or 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.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 622, Subpart C

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontractors at every tier.

Model Clause/Language

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.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1E](#)

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

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.

FEDERAL CHANGES
49 CFR Part 18
Master Agreement 3.j (1)

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro- purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

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.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no 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 with 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the **{insert agency name}**, 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 subcontract 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 of the **{insert agency name}**.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

The No Obligation clause applies to all third-party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No Federal Government Obligation to Third Parties.

The {insert agency name} 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 {insert agency name}, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

RECYCLED PRODUCTS

**42 U.S.C. § 6962 , 40 C.F.R. part 247
2 C.F.R. part § 200.322**

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

Recovered Materials

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

SAFE OPERATION OF MOTOR VEHICLES

**23 U.S.C. part 402, Executive Order No. 13043
Executive Order No. 13513, U.S. DOT Order No. 3902.10**

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

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 the XXXX 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 on official business in connection with the work performed under this agreement.

TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Termination for Convenience (General Provision)

The XXXX Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the XXXX Agency’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 the XXXX Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the XXXX Agency, the Contractor will account for the same, and dispose of it in the manner the XXXX Agency directs.

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 XXXX Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the XXXX Agency 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 XXXX Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The XXXX Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days 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 to cure the defect.

If Contractor fails to remedy to the XXXX Agency'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 the XXXX Agency setting forth the nature of said breach or default, the XXXX Agency 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 the XXXX Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

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 XXXX Agency may terminate this contract for default. The XXXX Agency 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 XXXX Agency.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

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.

"Covered Telecommunications Equipment or Services" includes:

- Telecom equipment produced by Huawei or ZTE, or any subsidiary/affiliate;
- Video surveillance and telecom equipment produced by Hytera Communications Corp., Hangzhou Hikvision Digital Technology Co., or Dahua Technology Co. (or any subsidiary/affiliate) for the purpose of public safety, security of government facilities, or surveillance of critical infrastructure; and
- Telecommunications or video surveillance services provided by an entity using such equipment.

Under this rule, recipients and subrecipients of federal aid are prohibited from obligating or expending grant or loan funds to:

- (1) Procure or obtain Covered Telecommunications Equipment or Services;
- (2) Extend or renew a contract to procure or obtain Covered Telecommunications Equipment or Services;
- (3) Enter into a new contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use Covered Telecommunications Equipment or Services "as a substantial or essential component of any system, or as critical technology as part of any system."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001, 49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third-party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

Notice of FTA and US DOT Inspector General of Waste, Fraud, Abuse

49 U.S.C. § 5323; 31 U.S.C. § 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. 31; Best Practices Manual A-54

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region (in the case of subrecipients, prompt notification

to the State is required) in which the Recipient is located. Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

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



1200 23rd Ave S
PO Box 683
Waite Park, MN 56387-0683

REQUEST FOR PRICING

Vehicle Maintenance Services, Tire replacement and Towing Rate

TO: **Known Vendor**

FROM: Kimberly Keller, Transportation Data & Compliance Coordinator
Tri-County Action Program - 1200 23rd Ave S PO Box 683 Waite Park, MN 56387-0683

DATE: September 29, 2025

PROJECT: Solicitation for Vehicle Maintenance, Tire replacement and Towing

You are invited to submit pricing for the purposes of determining the preferred vendor(s) that provide the best value for meeting our solicitation for vehicle preventative maintenance, tire replacement and towing services on a monthly invoice. All vendors who adequately complete this Request Pricing will be considered for this project.

Proposals will be received until Monday September 29, 2025 at 3:00 pm. Notification to enter into an agreement will be on or before October 2, 2025.

- ☐ General Vehicle Maintenance Rate ☐ Tires and Labor ☐ Towing
☐ Priority Services
☐ Other:

Contract Year	Location Service Shop / Community	Price For Corrective and Preventative Labor	Price for Corrective and Preventative Parts (Provide Inventory sheet of Costs)	Price for Specified Tires (Can include inventory pricing if required)	Price for Labor of Tire Installation	Towing Charges	Comments / Parts Discount Offered / Priority Service Ability/ etc.
10/1/2025 to 12/31/2026							
1/1/2027 to 12/31/2028							

☐ Location of shops is attached (required). ☐ Map with location(s) ☐ Matrix with location(s)

Pricing is valid for _____ days from submittal.

Bidding Information:

1. Tri-County Action Program is seeking pricing for Vehicle Maintenance, Tire replacement and Towing from qualified vendors. Services may be contracted with multiple vendors providing one or more of the services.
2. Proposal form must be signed by an authorized employee of the organization/company.
3. In submitting the pricing discount, Organization/Company agrees that acceptance of any or all proposals within a 30-day period constitutes a contract.
4. Tri-County Action Program will be using federal funding for payments to the preferred vendor(s). In compliance with federal regulations, this solicitation document provides for the federal requirements with all contract/agreement with any vendor. It is the responsibility of the bidding vendor to review for compliance with the regulations.
5. The FTA is or will be providing federal assistance for this project in an estimated expected amount of \$78,832.80; the Assistance Listing number is 20.509.

6. ***Race Gender Neutral Assigned***

The MnDOT Office of Civil Rights has assigned a Race/Gender Neutral Goal to this project. Responders are directed to read the DBE Provisions, as posted along with this RFP. The DBE Provisions explains how to comply with the DBE requirements. If the DBE goal is Race/Gender Neutral (RGN), all responders are encouraged to include their anticipated DBE 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 an RGN goal.** While DBE participation is encouraged on proposals with an RGN goal, responders are not required to submit GFE documentation specified in **Table A, other than a bidders list (parts D and E of Exhibit B, the GFE Consolidated form).** Payment information described in **Table C** is required on **all projects**. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit their website at <http://www.dot.state.mn.us/civilrights>

When accepted by and signed on behalf of Organization/Company, this pricing form and all relevant portions of Organization/Company's Request For Proposals, including any amendments thereto; the proposer's representations and certifications submitted as part of its proposal; and any other relevant materials submitted by the proposer as part of, or subsequent to submittal of its proposal shall form a binding contract between Tri-County Action Program and the proposer for provision of fuel discounting pricing as specified therein.

Signed: _____ Title: _____

Company Name: _____ Phone: _____

Address: _____

Email (required): _____ Date: _____

Buy America Requirements

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA- funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, manufactured products, or construction materials 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 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C.

5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, manufactured products, or Construction Materials.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____ Signature _____

Company Name _____ Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____ Signature

Company Name _____ Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11 but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____ Signature

Company Name _____ Title

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts with each bid or offer exceeding \$100,000.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

1. The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

AFFIDAVIT OF NONCOLUSION

I hereby swear (or affirm) under penalty of perjury:

That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, have authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Additionally;

The _____ hereby certifies it is /is not (circle one)
Company Name

included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions.

Signed

Date

DEBARRED BIDDERS

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

The Contractor 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 Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier 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 Contractor 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 the XXXX Agency. If it is later determined by the XXXX Agency that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the XXXX Agency, 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 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.

Print Name and Title

Signature

Subscribed and sworn to before me
this ____ day of _____, 20__

Notary Public

My Commission Expires _____, 20__

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) SPECIAL
PROVISIONS**

Federal Transit Administration (FTA)

Goods and Services

RACE/GENDER NEUTRAL GOAL

Project Information	
MnDOT Grant Agreement Number:	This contract uses the following project delivery method: <input type="checkbox"/> For the procurement of Goods <input type="checkbox"/> For the procurement of Services <input type="checkbox"/> For the procurement of Third Party Operations/Services OR <input type="checkbox"/> For the procurement of Professional Services
This contract will be solicited and administered by: <input type="checkbox"/> A subrecipient of Federal FTA Funds (governments or non-profit agency)	

Introduction

Federal Regulations Govern. Some or all of the funds for this contract will come from the U.S. Department of Transportation (USDOT). Therefore, the federal Disadvantaged Business Enterprise (DBE) program described at Title 49, Part 26 of the Code of Federal Regulations (CFR) applies to this contract. The responder is responsible for understanding and following the requirements of 49 CFR Part 26.

Purpose. These special provisions (1) outline the responder's obligations under the federal DBE program, (2) explain the process MnDOT Office of Civil Rights (OCR) will follow to evaluate the responder's compliance with DBE program requirements, and (3) identify sanctions for failing to comply with DBE program requirements. These provisions apply *in addition to* any other requirements applicable to award of this contract.

Policy Statement. MnDOT must ensure nondiscrimination in the award and administration of contracts funded in whole or in parts with federal funds. The DBE program seeks to:

- Create a level playing field on which DBEs can compete fairly for federally funded projects,
- Ensure that the DBE program is narrowly tailored,
- Ensure that only eligible firms are permitted to participate as DBEs,
- Help remove barriers to the participation of DBEs in federally funded projects, and
- Provide flexibility in establishing and providing opportunities for DBEs.

Contract Assurance. The USDOT requires MnDOT, as a recipient of federal funds, to include the following paragraph in contracts for federally funded projects. It applies to the responder, and the responder must also include it in subcontracts the responder executes for this project.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 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.

Application and Interpretation. Terms must be interpreted as follows:

- "Responder" refers to the bidder, apparent low bidder, proposer, or apparent successful proposer.
- "Proposal" includes a bid, proposal or price proposal.

RACE/GENDER NEUTRAL GOAL

If the DBE goal is Race/Gender Neutral (RGN), all responders are encouraged to include their anticipated DBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list (Part D) of all subcontractors and suppliers (both DBE and non-DBE) on projects with an RGN goal.** While DBE participation is encouraged on proposals with an RGN goal, responders who are able to meet DBE participation are to **complete and submit the Contractors Payment Form and DBE Total Payment Affidavit**.

ADDITIONAL SUBCONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS

Whenever an additional subcontractor, supplier or service provider is selected, and this information has not been previously reported to the Mn/DOT Office of Civil Rights, the Contractor or its designated OCR Officer shall promptly provide Mn/DOT OCR with the following information regarding the subcontract:

- a) The name of the subcontractor; supplier or service provider;
- b) The total dollar amount of the subcontract;
- c) The specific work items covered by the subcontract;
- d) Estimated quantities of each work item; and
- e) Individual unit prices (if applicable).

SUBMITTAL OF DOCUMENTATION

Upon award of the contract, the Contractor shall submit on the attached Bidders List, a complete list of all subcontractors, service providers, suppliers and consultants that submitted bids, and shall indicate the successful quotes that will be used on the contract.

Additionally, during the life of the contract, the Contractor shall submit progress payment reports on the attached Contractor Payment Form regarding the payments made to its subcontractors, suppliers, service providers and sub-consultants. In accordance with federal regulations and Minnesota's Prompt Payment law, Contractors are required to pay their subcontractors within ten

(10) days of receiving progress payments from Mn/DOT. Contractors are also required to submit to the Project Engineer and the Mn/DOT OCR the Contractor Payment Forms no later than ten

(10) days after receiving payment from Mn/DOT. PROMPT

PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The prime contractor must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. This clause applies to both DBE and non-DBE subcontractors. Any contractor making payments to subcontractors must complete and submit the attached Contractor Payment form.

FINAL PAYMENT AFFIDAVIT

Pursuant to Mn/DOT Standard Specifications for Construction Sec. 1908, "Unless a Contractor has presented an Affidavit showing the total dollar amounts of works performed by disadvantaged business enterprise (DBE), final payment may be withheld." The DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by DBE(s) on the project.

This Race/Gender Neutral Goal Language is an addendum to the Mn/DOT DBE Special Provisions.

Contractor:

PART D – BIDDERS LIST – NON-DBE and DBE QUOTES SUBMITTED

DBE COMMITMENTS

List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).

DBE Contractor Information

DBE Contractor Information					DBE Goal Submitted? Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
1.	DBE Contractor Name						Yes <input type="checkbox"/> No <input type="checkbox"/>
	Contact Name						
	Address						
	Federal Tax #	E-mail					
	Phone	Fax:					
2.	DBE Contractor Name						Yes <input type="checkbox"/> No <input type="checkbox"/>
	Contact Name						
	Address						
	Federal Tax #	E-mail					
	Phone	Fax					
3.	DBE Contractor Name						Yes <input type="checkbox"/> No <input type="checkbox"/>
	Contact Name						
	Address						
	Federal Tax #	E-mail					
	Phone	Fax					
4.	DBE Contractor Name						Yes No
	Contact Name						
	Address:						
	Federal Tax #	E-mail					
	Phone	Fax					

Make additional copies of this page as necessary

Minnesota Department of Transportation
Office of Civil Rights

Contractor Payment Form

State Project Number _____ Prime Contractor: _____ 1st Tier Sub-Contractor: _____

Payment Reporting Period: From: _____ To: _____



Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

Contractor Information		Original Contract Amount	Committed DBE %	Actual DBE % to Date
Name:				
Address:				
Phone:				
Name of Subcontractor/Supplier	DBE? (Check if Yes)	Description of Work	Subcontract Amount	
1.	<input type="checkbox"/>	1.	1.	
2.	<input type="checkbox"/>	2.	2.	
3.	<input type="checkbox"/>	3.	3.	
4.	<input type="checkbox"/>	4.	4.	
5.	<input type="checkbox"/>	5.	5.	
6.	<input type="checkbox"/>	6.	6.	
Amount of Current Payment	Total Sub-Contractor Payment-To-Date	% Paid to date	Final Payment? Yes/No	
1.	1.	1.	1.	
2.	2.	2.	2.	
3.	3.	3.	3.	
4.	4.	4.	4.	
5.	5.	5.	5.	
6.	6.	6.	6.	
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)	
Title:		Title:		
Phone:	Fax:	Phone:	Fax:	

Contractor Payment Form Instructions

All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, regardless of their tier or DBE status, are required to complete and submit this form to the Mn/DOT Office of Civil Rights (OCR), each time payments are made to sub-contractors until final payment is made. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to be withheld. Submit one copy of this form to the Mn/DOT OCR and one copy to the Project Engineer, no later than ten (10) days after receiving payment from Mn/DOT.

State Project Number: As identified by Mn/DOT

Prime Contractor: The contractor who was awarded the project.

1st Tier Sub-Contractor: If there is an instance of a sub who has a subcontractor, list the 1st tier sub here and then list all of the 2nd tier Subcontractor(s) in the Name of Subcontractor/Supplier area. *All areas should be filled in regarding the prime as well.*

Payment Reporting Period: This should reflect the current payment period.

Contractor Information: Contractor's information who is making the payments. Should be filled out completely.

Original Contract Amount: Prime contractor's contract dollar amount.

Committed DBE%: The DBE requirement as certified by the prime in the proposal that is the minimum percentage to be met.

Actual DBE % to Date: The percent met to date.

Name of Subcontractor/Supplier: Company who is working for the prime contractor on this project.
(If a sub was contracted for more than one contract, list each contract separately.)

DBE?: Check this box if the subcontractor is a certified DBE in Minnesota. You can find a listing of the DBE firms certified in Minnesota at <http://www.dot.state.mn.us/eeocm/ucpdirectory.html> .

Description of Work: The type of work the subcontractor was contracted for.

Subcontract Amount: The dollar amount the subcontractor was contracted for.

Amount of Current Payment: The current dollar amount being paid to the sub.

Total Sub-Contractor Payment-to-Date: Total dollar amount paid to the sub including the current payment.

% Paid to Date: Percentage of total payments made in comparison to the prime's award amount.

Final Payment?: Indicate weather this is the final payment being made to the sub.

Company Officials Signature & Title: Self explanatory

Name & Title of Individual Completing Report: Self explanatory

If you have questions on completing the form, call the Office of Civil Rights at (651) 366-3073.

DBE Total Payment Affidavit

Pursuant to Mn/DOT Standard Specifications for Construction, Section 1908, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by a DBE on this project. If the dollar value of the DBE firm's total work is less than the DBE's original subcontract, please explain. Attach additional sheets if necessary.

State Project Number: _____

STATE OF MINNESOTA
COUNTY OF _____

I, _____, being first duly sworn, do depose and say that:

1. I am the authorized representative of _____
(Name of Individual, Company, Partnership or Corporation)
and I have the authority to make this Affidavit for and on behalf of said Prime Contractor.

2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on this contract/project with a total dollar value of:

	Name of DBE Firm	Dollar Amount of Subcontract	Total Dollar Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

3. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____
(Prime Contractor or Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20____

(Notary Public)

My commission expires _____, 20____

Prepare Affidavit in duplicate. Submit one original to the Project Engineer, and one original to:
Mn/DOT's Office of Civil Rights
395 John Ireland Blvd., MS 170
St. Paul, MN 55155

No. 1908 – Standard Specifications for Construction
Unless the Contractor has presented an Affidavit showing the total dollar amounts of work performed by Disadvantaged Business Enterprises (DBE), final payment may be withheld.