



REQUEST FOR PROPOSAL

DISPATCH SOFTWARE

ISSUE DATE: February 19, 2025

QUOTE DUE DATE: March 21, 2025

TIME: 2PM CENTRAL DAYLIGHT TIME

Prepared by:
Three Rivers Community Action | Hiawathaland Transit
55049 241st Ave
Plainview, MN 55964

Attn: Tracy Borgschatz
Three Rivers Community Action | Hiawathaland Transit Co-Director
tborgschatz@threeriverscap.org

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List of Attachments

Attachment A – Project Scope of Work

Attachment B – Specifications

Attachment C – Required Reports

Attachment D – Contract Agreement & Conditions

Attachment E -- Federal Clauses

Attachment F-Disadvantaged Business Enterprise (DBE)

Attachment G – Price Proposal Form | Estimate of Costs

Attachment H – Allowable Expense Reimbursement

**Attachment I – Certification Regarding Debarment, Suspension, and other
Responsibility Matters**

Attachment J – Conflict of Interest Checklist and Disclosure Form

Instructions to Vendor

1. Request for Proposal – Agency / Client Information

Three Rivers Community Action Inc. – Hiawathaland Transit referred to further in this RFP as HWT, desires to have a single vendor to provide dispatch software, installation, and successful deployment of dispatching for their public transit services.

The project scope of work and associated objectives, requirements, tasks, and deliverables are illustrated in **Attachment A**.

Attachment B provides further details of the project specifications and requirements related to the dispatch software.

This RFP and identified attachments shall be used to prepare the proposal and cost estimate. Failure to follow these instructions and requirements may result in rejection of the proposal. HWT is not responsible for any costs incurred by the Vendors in the preparation and submittal of the proposal.

2. Background

HWT operates their services within a three-county service area, including Goodhue, Wabash, and Rice counties. HWT operates a combination of deviated routes and demand response buses. In Red Wing, Northfield, and Faribault we operate multiple Deviated Routes as well as a Demand Response bus. For our Deviated Routes we are able to travel up to .2 miles off the route line to pick up and drop off passengers who preschedule their rides through our customer service specialists. In the following communities we only operate Demand Responses buses; Plainview/Elgin, Wabasha, Lake City, Cannon Falls, Zumbrota/Mazeppa, Pine Island, and Kenyon/Wanamingo.

TABLE A illustrates the route / services and related schedule for demand response service. Maps for the deviated fixed routes can be found here: [Hiawathaland Transit, Three Rivers Transportation - SE MN](#)

TABLE A

Route/Service	Days of the Week	Span of Service
Deviated Routes (Red, Green, Blue, Connect)	Monday – Friday	6:00 am – 6:00 pm
Deviate Route – Express	Monday – Saturday (September – June)	3:00 pm – 10:00 pm
Demand Response (all but Kenyon/Wanamingo)	Monday – Friday	7:00 am – 5:00 pm
Demand Response – Kenyon Wanamingo	Monday – Friday	7:30 am – 4:30 pm

In 2024 HWT averaged 658 rides per day, operated 21 vehicles at our peak, had a fleet of 31 vehicles, carried 171,211 riders, traveled 577,108 revenue miles, and 55,447 revenue hours. For the purpose of this RFP HWT is estimating an 10% growth in ridership per year with similar increases in vehicle revenue miles.

HWT has different fare levels for each service type **Table B** shows the different fares for the different service levels we operate.

TABLE B

SERVICE	2024 TOKEN PRICE	2024 MONTHLY UNLIMITED PASS PRICES	2024 DEVIATION CHARGE
ROUTE	\$2.00	***	\$0.50
ROUTE STUDENT PASS (TO/FROM HOME/SCHOOL ONLY)	***	\$30.00	\$0.50
ROUTE CHILD/SENIOR PASS (AGES 2-18, OR 55+)	***	\$40.00	\$0.50
ROUTE ADULT PASS (AGES 19-54)	***	\$50.00	\$0.50
DIAL-A-RIDE	\$2.50		N/A
DAR STUDENT PASS (TO/FROM HOME/SCHOOL ONLY)	***	\$60.00	N/A
DAR ADULT/CHILD/SENIOR	***	\$70.00	N/A
CONNECT ROUTE	\$5.00	N/A	\$0.50

The technology currently used within HWT is noted in **TABLE C**. The purpose, identifying this technology is to provide integration as noted with the new software being procured under this RFP and to indicate what technology is on board the vehicles and which are supportive technologies in the office.

TABLE C

Software	Purpose	Integration	Location
Trip Spark/ Novous	Dispatching and scheduling	RFP to provide for solution for the integration of a new software system	Vehicle and Offices
MDM	Tablet management software	Driver App must be compatible.	Vehicle
REI	Camera	Not within this RFP need	Vehicle
BlackCat	MnDOT grants and reporting	Request for proposal to address integration possibilities	Offices
Excel/Access	Reporting and Maintenance tracking	Request for proposal to address integration possibilities	Offices

HWT has bus garages in Plainview, Lake City, Red Wing, Cannon Falls, Zumbrota, Faribault and Northfield. Dispatch is at our Plainview location.

2.1 Project Goals

The project goals are:

- Modernize service delivery.
- Modernize operations.
- Improve customer experience.
- Enhance cost-efficiency.

Proposals shall illustrate how the solution will align with each of these project goals and how the team has successfully delivered similar results to other rural transit agencies.

To meet these goals HWT identifies the following objectives:

- Enhance communication with passengers about trip information and real-time updates. This includes modernizing how trip information is communicated to customers through various methods such as a mobile app, SMS notifications, and through Interactive-Voice-Response (IVR).
- Provide easy use for passengers to make trip reservations and cancellations by offering an intuitive mobile application.
- Reduce the time dispatchers allocate for scheduling trips manually using an optimization algorithm.
- Streamline or eliminate time consuming, manual entered tasks or data for reporting.
- Provide each driver accurate driving instructions, maps that are current, and turn-by-turn directions to ensure the most efficient path is taken between two points.
- Provide reliable and on-time service to customers via accurate travel time predictions. To achieve this parameter must be set at the passenger level for load times, and service type. On-time performance goals are set at 90%. The software is expected to construct realistic vehicle travel time estimates that include predictive and real-time traffic.

3. Agency Rights

HWT reserves the right to cancel this RFP or postpone the date and time for submitting proposals at any time prior to the proposal due date. HWT specifically reserve the right to reject any or all proposals including, without limitation, nonconforming, nonresponsive proposals, results from an investigative background, to reject any provisions identified in the proposal, to waive any informalities or non-material deviations in the proposals or to obtain new proposals.

By submitting a proposal, the vendor agrees to provide additional information, upon request. If the vendor refuses to provide the information upon request, it may be disqualified from further consideration. The responsibility and outcome evaluation of the proposal will be based on the criteria listed below (a – g). A submitted proposal shall address the criteria listed below, (a – g).

- (a) Financial resources adequate to perform the contract.
- (b) Ability to meet the project schedule, considering the rural public transit services that HWT offers.
- (c) A satisfactory performance record for dispatching software and supportive services to rural public transit agencies. Supported by providing references similar in size to HWT.
- (d) The necessary organization, experience, accounting, operational and technical skills, to provide, install and deploy dispatching services.
- (e) Compliance with applicable local, state, and federal licensing and tax laws and regulations.
- (f) The required software, technology, adaptability, and deployment that meets the objectives and requirements identified in this RFP.
- (g) Compliance with Affirmative Action.

4. Proposal & Project Dates

Proposals are due by [March 21, 2025](#) by 2:00 PM Central Daylight Time (CDT). HWT anticipates the following schedule (**TABLE D**) for selecting a vendor and awarding a contract. It is the intent of HWT to have the new software fully deployed no later than December 31, 2025.

Table A

RFP and Project Major Milestone Activities	Date
Advertise and release RFP	February 19, 2025
Last day to submit questions	March 5, 2025
Response to questions posted	March 14, 2025
Proposal due date	March 21. 2025 by 2:00pm
Interviews (if required)	March 28,2025 negotiations, if needed
Best and final offer / contract negotiation	April 1 st , 2025
Contract execution and notice to proceed	Anticipated April 4, 2025
Go Live date (Dispatch Software)	June 1 st , 2025

Project Completion Date	December 31, 2025
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4.1 Proposal Submission

The proposal will only be accepted as an attachment in an email to the RFP Administrator and should be assembled as a single, printable PDF, including all attachments and forms. If the size of the document is too large, the pdf file can be separated; however, they shall be clearly named as **Name of Vendor – PROPOSAL** (and sequential numbering with notation of total number of .pdf files submitted).

The Administrator for this RFP is:

Tracy Borgschatz

Phone: 507-951-4975

Email: tborgschatz@threeriverscap.org

Proposals submitted by mail, courier or other means **will not be accepted**.

It is the Vendor's sole responsibility to see that the proposal, cost estimate and all required documents are received by the specified time. A proposal time received will be based on the email receipt time identified to the RFP Administrator. Any proposals received after that time will be returned and not reviewed. A Vendor may withdraw their proposal by notifying the RFP Administrator within 3 calendar days after the proposal due date and time.

The subject line on the email shall be **PROPOSAL – RFP DISPATCHING SOFTWARE**. All required documents shall be submitted to the RFP Administrator.

4.2 Signature

The proposal shall be signed by an officer with authority to sign the proposal. Electronic signatures are acceptable. The Vendor's address and state of incorporation shall be shown below the signature. A proposal from an individual, company, firm, or partnership shall be executed by the individual or by an authorized representative, member, or officer whose capacity shall be stated.

4.3 Questions Related To The RFP

Questions are **due by March 5th** by 4:00 PM CDT. Questions are only allowed to be submitted by Email to the RFP Administrator. The subject line shall be **QUESTION – RFP DISPATCHING SOFTWARE**. No questions will be accepted beyond the date and time noted. The person submitting the question will be responsible for its delivery.

Vendors shall use their judgement regarding their questions as the questions will be included in an addendum, based on the exact wording received.

Vendors may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of HWT during the RFP solicitation process. If any vendor contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the requirements or specifications, the person shall submit a question by the due date identified.

4.4 Response to questions

Responses to questions will be posted on the **Three Rivers Community Action Inc's. Website threeriverscap.org** by March 14, 2025 at 4:00 PM CDT.

4.5 Addendum

Any corrections or changes to this RFP will be made by written addendum only, duly numbered, dated, issued, and posted on the Three Rivers Community Action Inc. website.

Any prior oral and other representations or clarifications by employees or representatives of HWT associated to this RFP are not binding or legally effective except as embodied in this RFP or a written addendum.

Should an addendum be posted on the website, the Vendor's proposal **shall illustrate that each addendum has been received and read.**

4.6 Interviews

It is the intent of HWT to hold virtual interviews with the top three scoring vendors. These interviews will be held virtually or as noted by HWT.

4.7 Notice of Award

It is anticipated that the award of the contract will occur on or before April 1st, 2025. The contracted vendor shall not begin work until an official notice to proceed letter has been received, anticipated to a short time after award. The award of the contract requires approval from the HWT governing board.

4.8 Substantial Completion

Substantial completion for the project, which is defined as the go-live deployment of the dispatching technology and software for HWT shall occur by June 1, 2025.

4.9 Final Completion

Full deployment (final acceptance) shall be completed by December 31, 2025. Dispatching technology and software deployment is defined as HWT having a dispatching system in place that is functioning per the RFP requirements.

4.10 Service Period

Identified services required (at minimum) are identified in Section 13 – **Attachment A**. A one-year service period shall be submitted as a required cost for this project.

A maximum of five one-year service periods may be added by another contract, as negotiated between the vendor and HWT. Refer also to **Attachment G** where pricing shall be noted within the cost estimate submitted with the proposal. These prices will not be included in this contract.

4.11 Warranty Period

The warranty period will be for 3 years; however, adjustments may be made depending on the estimated annual warranty cost identified per year. Each year of warranty (Year 1, Year 2, and Year 3) shall be identified in the estimated labor and expenses submitted with the proposal, refer to **Attachment G**.

5. Proposal Requirements

The proposal shall be limited to 25 pages (8.5" x 11" pages, font size shall be 11 or larger) and shall follow the format described. Any graphs, charts, pictures shall be presented in a manner that is easily understood and the font size is legible.

Pages **not included in the page count.**

- **Cover letter** (one page shall include company name, address, primary contact email and phone number). Include acknowledgement of addendums (if none – note as such)
- **Schedule** (can be 8.5” x 14”) identifying the key project milestones related to the project.
- **Required Forms | Refer to the Attachments** and as identified within this RFP.
- **Cost Estimate** can include product specifications to support the line item estimate for materials (expenses). Include the cost for Labor based on Title, labor rate and estimated hours. Include a listing of all expenses, per diem (days), lodging, travel, etc. Separate from the proposal submittal. Refer to **Attachment G** for required expense reimbursements. All material expenses will be paid at the purchase price with no mark up.

5.1 Proposal Format

1. Cover Letter (as described above)
2. Company overview.
3. Team resumes / organizational structure (including key individuals and identifying the primary contact for HWT.)
4. Approach to deliver dispatch software:
 - Include how approach aligns with requirements of specifications.
 - Include how approach aligns with the schedule.
 - Include how approach achieves the goals for the project.
5. Risks / challenges associated with the project. Identify any risks or challenges perceived for the project.
6. Company / Team Background as it relates directly to similar (referenced) projects. Including an overview of each project, client, cost and how it aligns to this project. (minimum of 3).
7. Listing of all clients within the last five years similar to service size area at least 2500 square miles.
8. Listing of References. (minimum of 3) (agency/owner/client contact name, email and phone number, size of agency (number of buses, ridership, service area).
9. Project Schedule (as described in the RFP).
11. Required forms (as described above and further in the RFP).

5.2 Items Required Prior To Award of Contract

Certificates of Insurance, based on requirements in **Attachment D**.

Disadvantaged Business Enterprise Special Provisions (DBE)-Federal Transit Administration (FTA) Goods and Services Federal Clauses identified in **Attachment F**.

5.3 Items Required to be Submitted After Award of Contract

Copies of Subcontract agreements – If Applicable Material List and product Certifications. As requested by HWT.

6. Evaluation of Proposal

HWT reserves the right to conduct a virtual review (interview) on up to three vendors who meet the requirements of the RFP and are competitive. HWT also reserves the right to negotiate with a vendor who submits a proposal that meets or exceeds the requirements identified in the RFP, provides a competitive price, and has the qualifications, experience and knowledge based on the proposal evaluation criteria.

A vendor shall submit any additional information requested by HWT to advance the review and selection of a vendor. Such information shall be submitted within two working days of receipt of HWTs’ request.

Failure of the vendor to provide requested information may result in the proposal being rejected and initiating dialogue with another vendor.

HWT shall consider all responsive proposals received. HWT intends to award the project to the vendor who is the most responsive based on their qualifications, approach, schedule, and outcomes supported by their submitted labor and expense estimate and their submitted required forms.

HWT will issue a contract, and a purchase order based on review and recommendation to their Board for approval.

The proposal will be evaluated by a committee, including HWT and MnDOT. Along with what is noted in the RFP, proposals will be evaluated based on the criteria noted in **TABLE E**.

TABLE E

1	Technological Solution	40%
	<ul style="list-style-type: none"> • Ability to meet project requirements. • Design, functionality, interface of dispatching technology and software with HWT needs. • Identification to meet or exceed the project schedule; including time periods identified for installation, testing, deployment, and training 	15% 15% 10%
2	Qualifications & Experience	20%
	<ul style="list-style-type: none"> • Experience in performing similar work – transitioning from Trip Spark/Novous to another technology. • Vendor’s competencies and skills to perform the work with financial stability. • Demonstrated competence for full service of the project needs evidenced by supportive documentation 	10% 5% 5%
3	Record of Past Performance	20%
	<ul style="list-style-type: none"> • Proven, experienced record of performance, evidenced with supporting project and client references. • Key personnel experience in meeting project goals and requirements. • Satisfaction of key references 	10% 5% 5%
4	Estimated Labor and Expense Cost / Estimate	20%
	<ul style="list-style-type: none"> • Competitive and reasonable • Detailed pricing, including labor and expenses associated to the project as identified in the estimate template 	

NOTIFICATION TO UNSUCCESSFUL PROPOSALS

Unsuccessful Proposers shall be notified of HWT’s Evaluation Committee’s recommendation of award to the successful Proposer within five (5) working days of said recommendation.

7. Other Requirements

The vendor shall submit additional information associated to their estimate assumptions within their submitted cost estimate. HWT may request additional information related to the estimate during the negotiations.

8. Protests

Proposal Protest Procedure

- A formal letter of protest must be received at the 55049 241st AVE, Plainview, MN 55964 to the attention of the Tracy Borgschatz-Transportation Co-Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
- HWT will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. HWT may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above-mentioned response time.
- If the complainant, after receiving the final written response from HWT is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the Three Rivers Community Action Inc's Board of Directors. Such request must be written and received within the (10) business days from the date of HWT's response letter. The letter shall be made to the attention of the Tracy Borgschatz, who will schedule the hearing for the next available Three Rivers Community Action Inc's Board of Directors, and inform the complainant in writing of said date and time.
- HWT will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved.

9. Data Practices Act / Trade Secret Information

The Minnesota Government Data Practices Act provides that the name of a Vendor and the dollar amount of the final contract become public once the contract is executed with full signature. With the exception of trade secret information as defined in Minnesota Statutes, section 13.37, all other information submitted by a Vendor becomes public at the time specified and is then available to any person upon request.

Trade secret information is defined in section 13.37 as data, including a formula, pattern, compilation, program, device, method, technique, or process, (1) that was supplied by the Vendor (Vendor); (2) that is the subject of efforts by the Vendor (Vendor) that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Any information in its response to this RFP for which the Vendor claims protection as trade secret information in accordance with the above provisions must be limited and set apart in the proposal on separate pages, with a heading that identifies the information as trade secret information. The Agencies will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this RFP which does not meet the legal definition will be considered public information, regardless of the Vendor's identification of it as trade

secret information. Blanket-type identification by designating whole pages or sections as containing trade secret information will not assure protection --- the specific information for which the Vendor claims trade secret protection must be clearly identified as such.

Submitted estimated costs for labor and expenses shall not be copyrighted. A statement by the Vendor that submitted information is copyrighted or otherwise protected does not prevent public access to the information.

10. Terms and Conditions

The Agencies' standard purchase order, terms and conditions are attached to this RFP, refer to **Attachment D**.

Purchase Order Terms and Conditions.

The standard purchase order terms and conditions outlined in **Attachment D**— illustrate various legal and administrative duties and responsibilities assumed by persons or organizations contracting with HWT. Vendors are strongly advised to review the standard terms and conditions of the purchase order carefully and are responsible for taking the requirements into account when preparing their proposal and estimate.

As part of the proposal, the Vendor shall certify that, if their proposal is accepted, the Vendor agrees to comply with these purchase order terms and conditions. For the purposes of this document, the term “contract” includes a contract or purchase order. The proposal shall identify any condition or exception to the proposal package including attachments. HWT will assess if the condition or exception is acceptable or not.

11. Conflict Of Interest

Responders shall provide a list of all entities with which it has a relationship that create, or appears to create a conflict of interest. Responders shall complete Attachment K and submit with the proposal package.

12. Disadvantage Business Enterprise (DBE)

Disadvantaged Business Enterprise Special Provisions (DBE)-Federal Transit Administration (FTA) Goods and Services Federal Clauses identified in **Attachment F**.

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 RFQ Notice. The DBE Provisions explains how to comply with the DBE requirements. 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 651-363073, TTY 651-282-5799, or visit their website at <http://www.dot.state.mn.us/civilrights>

13. Subcontracting

Vendors may subcontract for functions to fulfill the obligations of their proposal. All Vendors **shall** identify within their proposal the name and role that a subcontractor will provide for the project.

14. Proposal Contents Certification

By Submitting a proposal, responders warrant that the information is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the responder to suspension or debarment proceedings, as well as other remedies available to HWT by law.

15. Contingency Fees Prohibited

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

16. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

You register your entity to do business with the U.S. federal government by completing the entity registration process at SAM.gov. Active registration in SAM.gov provides your entity the ability to apply for federal grants or loans or bid on government contracts. Complete Certificate **Attachment I**.

Goals and Objectives

The Agency goals and objectives related to this request are noted in the background section of this RFP.

Project Overview

Is provided within the background section of this RFP.

Software Specifications

Attachment B outlines the software specifications.

Requirements

Based on the project objectives the following requirements shall be integrated into the delivery of the project.

The proposal shall identify the Vendor's approach and metrics to measure how they will meet or exceed the requirements. These are not in any priority order; they are equally important to HWT.

Project Management

The delivery of the project requires management of the project's scope, schedule, and budget. The project shall be managed by an assigned and identified project manager in the proposal. The project manager shall be assigned to the project for the duration of the project. Should a change in project manager be required, the vendor shall request a substitution in writing to HWT. HWT has the authority to deny or approve the request. The project manager is the primary person responsible for the delivery and success of the delivery and deployment of the project. The individual will serve as the primary liaison, coordinator, and communicator to HWT.

Schedule

The management of the project shall include adherence to the submitted and approved project schedule. The major milestones shall be identified with full deployment of the software by or before December 31, 2025.

Tasks, subtasks, vendor assumptions and required HWT review and approvals shall be noted either in the proposal or on the schedule. Tasks and subtasks shall be further explained in the proposal, illustrating vendor's approach, key personnel, and measurable outcomes.

The schedule shall identify the critical path for the schedule, including any float (available time (days) for slippage in the schedule), and the time period(s) for ordering and receiving equipment.

Both the maintenance and warranty period do not need to be illustrated on the schedule; however, the proposal shall identify the vendor's approach for each of the years (time periods).

The following days / time periods shall be identified on the schedule submitted with the proposal package:

Project Kickoff.	April 2025
REFERENCE for Kickoff: Identifying vendor and agency expectations, identified product and materials lists, review of schedule, listing of points of contact for both vendor and agency and identification of product approval, integration and delivery.	
Installation of hardware and software.	2nd Quarter, 2025
Vendor specific sequencing for installation and deployment.	
Testing	3rd Quarter, 2025
Vendor validation of operability based on installation and deployment	4th Quarter, 2025
On-site training , train the trainer-style.	3rd Quarter, 2025

Invoicing / Payment

Payment is based on monthly invoicing for either work performed, or materials received on site. No payment will be made for pre-work or materials not on site. Any expenses shall be documented and supported with paid receipts, product specifications and installation procedures.

Invoicing for payment shall be requested to:

Tracy Borgschatz, Three Rivers Community Action Inc. Transportation Co-Director
tborgschatz@threeriverscap.org

Each email invoice request shall identify in the subject line: Dispatch Software Invoice #

Retention

HWT will retain 10% of each invoice submitted as retention. This 10% will be retained until final acceptance occurs (contract completion) anticipated to be on or before December 31, 2025.

During the warranty period and service periods monthly invoicing shall be based on the contracted monthly cost per month. No retention of revenues to the vendor will occur after final acceptance of the dispatch software.

Roles and Responsibilities

TABLE F identifies the expectations for both HWT and the selected vendor.

Three Rivers Community Action Inc.	Vendor
<ul style="list-style-type: none"> • Providing tablets. • Providing SIM cards for cell service. • Cleaning up passenger database for migration into new software. • Providing necessary office computers and hardware compatible with the software. • Providing HWT rules and policies needed for the vendor to configure the software. • Migrate existing passenger information databases (TripSpark) into the selected software. 	<ul style="list-style-type: none"> • Responsible for data accuracy and resolving issues. • Configuring the software based on HWT rules and policies (provided at the kickoff meeting). • The vendor is responsible for installing any on-board hardware (if needed), and any facility server software or hardware needed. • Developing an implementation plan based on various locations of fleet. • Provide training to HWT on how to use the software and provide ongoing visits/training annually for each service year as requested by HWT. Virtual training and training in video format shall be provided as needed. – Refer to Attachment B.

Final Acceptance

The final acceptance will occur upon acceptance by HWT for all critical items, including but not limited to HWT verifying successful operations of all delivered dispatching software equipment.

HWT provides final acceptance after two weeks (14 calendar days) of consecutive operation without critical errors. If critical errors are identified, the two-week acceptance period resets. Critical errors are defined by the HWT assigned Project manager in collaboration and approval, review, and agreement with the vendor.

Training

The vendor shall illustrate in the proposal their approach to providing proposed training to the HWT team. HWT reserves the right to video or record the training presentations for its sole use without further costs, obligations, or liability. The vendor instructor and team presenting the training shall be versed in all aspects of the project.

Documentation

The vendor shall provide samples of the following documents for approval by HWT thirty (30) days before delivery or installation of any components of the dispatching technology. Final acceptance of the system shall not take place until the vendor has received approval of all these documents:

- Dispatching technology and software operational user manuals

- Security manuals
- Troubleshooting guides
- Software or tools for troubleshooting dispatching technology and supportive software.

Maintenance, Service Agreement

As noted earlier, the maintenance and supportive service agreement shall include, but are not limited to (if vendor has additional items that are pertinent to the quality of the technology – identify within the proposal or within the cost estimate template):

- On-call customer and technical support via a regular support line during published support hours, and after-hours support in the event of an emergency.
- Trouble shooting
- Patch / update installations.
- Training
- Communications

As noted in this RFP HWT is requesting proposals, from qualified sources, to provide and deploy transit scheduling software to improve scheduling and dispatching processes and procedures. The software will replace TripSpark/Novous currently in use.

Project requirements are broken down into nine categories by those that are REQUIRED, STRONGLY DESIRED, and those that are OPTIONAL.

(Complete Form and Submit With Proposal)

INSTRUCTIONS – REQUIRED FORM, SHALL BE INCLUDED IN THE SUBMITTAL PROPOSAL PACKAGE.

Complete and submit with proposal package. Check the Yes box to indicate feature is standard with software. Check No if feature is not available or applicable to your software.

Identify as an Add-on if it is available outside of the standard package and include details in the additional information section.

Identify within the additional information column any added information to support your selected choice. If need be, include additional information as an attachment to this form. Clearly identify as such.

GENERAL SPECIFICATIONS

Specification	Yes	No	Add-on	Additional Information
Must allow for 17 or more staff & dispatcher licenses or user accounts. Must be able to set controls for each user type				
The software must be capable of managing demand response trips as well as deviated route schedules				
System must have a 99% uptime or greater.				
Software must be capable of managing fleet information and fleet maintenance				
Customer and technical support requests shall be supported for all functions, with trackable tickets issued for each request. Support request must be initially responded to within 1 hour and resolved in a timely manner				
HIPPA compliant.				
Software must have 2 factor MFA capabilities				
Software to be capable of operating on Three Rivers existing android tablets (Samsung), which use Wi-Fi connected to a cradle point router installed in the bus. If alternative tablets are needed please specify tablet requirements and they will be purchased separately				
Three Rivers has a current contract for cellular service, vendor must allow for the agency to use their current provider for cellular service.				
Access to a test environment to try out how changing service areas will impact the system as well as to train her staff outside of the live version				

CUSTOMER DATABASE

Specification	Yes	No	Add-on	Additional Information
At a minimum, the customer database must include name, address, phone number, DOB, use of mobility device, third party billing, adjustment for loading times, and demographic status				

The software shall be capable of registering new clients through manual entry, capturing information while the dispatcher has the new client on the phone. When entering data, they system shall alert the user if there is an existing client or account entry under the same name or address				
The software shall allow entry of dispatcher notes or comments for each passenger and any unique circumstances				
Ability to classify clients as ambulatory or needing the lift				
The customer database shall record client rides, no-shows and have the ability to temporarily suspend service for individuals.				

GIS AND MAPPING FUNCTIONS				
Specification	Yes	No	Add-on	Additional Information
System shall have the capability to use street level GIS map data speed to calculate driving and trip duration during the scheduling process. System will also have the capability to use the street GIS level map data to identify one-way street information while calculating drive length and duration				
System shall permit manual assignment of x- and y-coordinate in the even an address cannot be geocoded based on existing map address range attributes				
Map must use open API Maps and automatically update				
Three Rivers must be able to define new service zones and edit existing ones				
System shall be able to assign common names to locations (Walmart, clinics, Post Offices ect.)				
Three Rivers Shall have the ability to permanently and temporarily block road segments off to prevent buses from traveling on them				
The software's optimization algorithm accounts for traffic patterns in determining travel times				

TRIP BOOKING & SPECIFICATIONS				
Specification	Yes	No	Add-on	Additional Information
Software optimizes the assigning of trip to vehicles, thus reducing/eliminating the need to manually schedule trips to vehicles				
Ability to restrict how far in advance individuals can schedule rides				

Must be capable of scheduling by pick-up or drop-off times				
Allows for standing orders or subscription trips				
Capable of scheduling same-day trips				
Ability to do group scheduling where multiple individuals have the same trip				
Ability to indicate if a trip includes an attendant or guest				
Ability to set by service type how far in advance trips must be scheduled. Three Rivers offers transportation to and from school and must be able to adjust all trips seamlessly in the event of school closure, delay, or early dismissal				
When scheduling a trip, it must include the passenger's name, pickup address, drop off address, method of payment and indicate if the passenger uses a mobility device				
Must allow for setting boarding and alighting time buffers based on rider characteristics and use of mobility devices				
Dispatch must be able to book and schedule trips, but allow for manual override and editing of individual trip scheduling and reservations				
Software accounts for vehicle size and capacity when scheduling rides so that it would never over-assign passengers based on seating capacity and configurations				
Import existing destination for Trip Spark (Novous) into the new software				
Ability to set pickup window and display set window to the individual booking the trip prior to confirming the booking				
Schedule optimization that at time of booking immediately assigns the trip to a manifest and the manifest are continually optimized as trips are added /removed or changed				
Batch adjustments of pick-up times by ride types				
Set windows of service hours, days, and areas as to not allow trips outside of parameters				
The software optimizes scheduling and reassigns trips as needed if a vehicle is behind schedule, and individual is a no-show, a vehicle goes out of service unexpectedly, there is traffic or weather events impacting travel times, or a vehicle is scheduled to be out of service for maintenance				
Ability for dispatch to set break times, or the system automatically sets floating breaks based on the schedule				
The system stores common addresses/locations for each passenger and displays these options when booking				
Ability for third party contract partners to submit ride requests for individuals through an online portal				

DISPATCH INTERFACE

Specification	Yes	No	Add-on	Additional Information
The software shall allow for vehicle assignments by service zone. Vehicles shall perform passengers boarding and alighting's only within the designated service zone and will not be assigned passenger trips in alternate service zones. The software shall allow dispatchers to manually override this setting as circumstances dictate				
The software shall allow for communication between the dispatch and vehicle operator through the mobile data unit. Three Rivers must be able to populate and edit a list of predetermined or "canned" question and responses for both dispatch and vehicle operators				
The software shall have a map-based user interface (using either google maps, Bing maps, or another open API map) and shall display real-time vehicle location, vehicle number, vehicle speed, vehicle bearing, and schedule adherence				
The operator application shall alert dispatch when the operator goes off task or off route, or when a vehicle is not routed to a pickup location and is not started for the day or is sitting still				
If an individual is a no-show for the first leg of the trip it must notify dispatch and prompt them to determine if the return trip should be canceled or not				
The software interfaces with the phone system so that the caller's rider profile opens in the dispatching software based on the caller ID				

Vehicle Operator Interface

SPECIFICATIONS	YES	NO	ADD-ON	ADDITIONAL INFORMATION
Three Rivers operates in rural areas that lack cellular service in some areas. The software needs to maintain a connection between the dispatch interface and vehicle mobile data unit when the vehicle enters an area with poor cellular connectivity. Otherwise, the software needs to re-establish connection automatically once cellular service is regained without any action required (such as powering off and, on the device,).				
If the software adds a passenger trip while a trip is in progress, the driving directions will automatically update with minimal input from the driver				
When the vehicle is not in motion, the driver should be able to update trip information such as fare type paid, no-show, etc.				

The operator application will provide all relevant passenger information, including passenger name, common name, origin, destination, relevant dispatch notes, fare type, and indicate if they need the lift to board the bus				
Software must be capable of providing real-time direction routing within the app. The operator application shall display a map as well as turn by turn directions with voice commands (with street names and mileage until next movement) while the operator is en-route to a passenger boarding location and while trip is in progress				
Tablets must allow operators to adjust the number of passengers picked up at a location				
Tablets must allow for operators to assign a demographic for each passenger who boards the bus				
Tablets must display street addresses and common names (if applicable) for both pickup and drop-off locations				
Existing tablets will likely be reused. Currently they are locked to prevent distraction. The software app must be capable of running on a locked tablet and still allow for driver interaction of the app				
Dispatchers must be able to send message to operators, who can send canned messages back				
Software is capable of pre-trip/post-trip inspection forms that are customizable by vehicle type				

CUSTOMER INTERFACE				
SPECIFICATION	YES	NO	ADD-ON	ADDITIONAL INFORMATION
Ability to request trips via a web portal				
Web interface and mobile apps must be usable with a screen reader				
Web interface that can allow for passengers to see and manage their scheduled trips along with viewing their account information				
Mobile app or web interface where passengers can request rides directly and be notified once dispatch has approved the request				
Mobile app for passengers to manage trips				
Software must be capable of communicating real-time tracking to the rider if there is a mobile app				
Digital fare collection				

DATA AND REPORTING

SPECIFICATION	YES	NO	ADD- ON	ADDITIONAL INFORMATION
The software shall provide a reporting system that meets National Transit Database (NTD) and Minnesota Department of Transportation (MNDOT) requirements for reporting. See Attachment B for required reports and third- party invoicing. The reports shall be exportable to an interactive file format such as comma separated value tables or Microsoft Excel.				
The reporting system must allow user-friendly ad-hoc reporting and query generation without the need for a programming specialist				
The system must track and report at minimum the following operating statistics and performance metrics: no-shows, late, denials, rides, miles, hours, rides per hour, and farebox revenue				
Must be able to generate summary reports as well as detailed reports with individual trip attributes				
All trips and passengers date bus be retrained for at least 7 years and easily obtained by the agency				
The system stores all data securely in the cloud or server				
The system must be able to generate reports for third-party billing				
Reporting features must allow for reporting of fare collection by category, service type, and billing codes				
All data is owned by the transit agency				
Generate a GTFS-Flex				
The system must track all edits made to trips (what, when, and by whom) and generate associated reports				
The software shall include a searchable historical event log database that is exportable into a CSV a Microsoft Excel file				
All data must be available to export so that the agency can perform their own additional analysis as needed				
Ability to directly interface and upload data into the MNDOT Black Cat reporting system				
Dashboard which displays KPIs, and other data				
The software can generate invoices by paying source				

Attachment C- Required Reports

Report	Frequency	Purpose	Variables
Demographic data reports	Daily/Monthly (depends how reporting works)	Blackcat monthly reporting	Ridership broken down by demographic (adult, senior, child, youth, aide, disabled)
Monthly Data Reports	Daily/Monthly	Blackcat monthly reporting	Ridership, revenue miles, revenue hours broken down by route/service type
Insurance Billing	Monthly	For Third Party Insurance Billing for Trips	Line for each trip that includes date, passenger, pick-up and drop-off cities, fare/charge. Summary table of reimbursement for no load miles, loaded miles,
Funding Source Reporting	Monthly	Third Party Billing to partners with contracts	Line for each trip that includes date, passenger, pick up and drop off cites, funding source, fare/charge
Denied rides	Custom date range	MNDOT Reporting	List of all denied rides with the date, time, city and origin and destination. A summary count of all denied rides
On-time Performance	Custom Date Range	MNDOT Reporting	Breakdown of late trips, early trips and on-time trips by route
Daily Manifest with contact information	Daily	Backup of daily manifest	Encase there is an outage we have access to the latest manifest each day.
Boarding and Alighting Report	Custom Date Range	Identify underperforming stops	Ridership broke down by stop and how many people board and exit the bus.
Call Center Production Report	Custom Date range	Performance reviews	To show productivity of each dispatcher based on rides scheduled
Weekly Collection Report	Custom date range	Fare Box Audit	Report that shows the expected cash revenue per vehicle based on fare and fare payment type.

Attachment D—Contract Agreement & Conditions

These standard Terms and Conditions, including other documents listed herein, along with all written modifications thereto shall collectively constitute the contract between HWT and the Vendor.

Billings and Payment: Vendor shall submit an itemized invoice to HWT per Attachment D, who shall review and approve or disapprove payment within ten days. Undisputed invoices will be paid within thirty-five days.

Inspection and Acceptance of Goods: HWT retains the right to examine and inspect all goods for conformance with specifications and to notify vendor of rejection within a reasonable time.

Prompt Payment to Subcontractors: Vendor shall pay any subcontractor providing goods or services under this contract within ten days of the Vendor's receipt of payment from HWT for undisputed services provided by the subcontractor. Failure to timely pay the subcontractor will subject Vendor to 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.

Records and Data: Vendor shall maintain the books, records, documents and accounting procedures related to this contract for a period of six years after the furnishing of goods, supplies or services hereunder, and upon written request shall make such records available for inspection or audit by HWT, the State Auditor, or other duly authorized representative of either. Vendor is subject to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13.

Publicity and Endorsements: Vendor must obtain HWT's approval prior to releasing any publicity regarding the subject matter of this contract. Publicity includes, but is not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Vendor or its employees or subcontractors. Publicity does not include notices of the contract award or identification of the project in statements of qualifications or proposals made to government agencies.

Vendor **shall not** claim that HWT endorses its products or services within any of their marketing materials.

Compliance with Licenses, Permit, and other Regulations: Vendor must procure and comply with all licenses, permits, or other rights necessary to fulfill its obligations under this contract in compliance with applicable federal and state laws.

Indemnity: In the performance of this contract by the selected vendor or vendor's agents or employees, the vendor must indemnify, save and hold HWT and State, its agents and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by HWT, the extent caused by vendor's 1) intentional willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of HWT's sole negligence. This cause will not be construed to bar any legal remedies Vendor may have for HWT's failure to fulfill its obligations pursuant to this contract.

Insurance: Vendor shall provide a certificate of insurance (COI) showing that Vendor has each type of insurance coverage and limits required under this contract. The certificate must be filed with HWT's Authorized Representative within 30 days of execution of this contract, and prior to commencement of any work under this contract. The vendor shall maintain such insurance in force and effect throughout

the term of the contract.

Vendor must maintain and furnish satisfactory evidence of the following insurance policies:

A. Commercial General Liability Insurance, protecting Vendor from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from work performed under this contract, whether the operations are by Vendor or by a subcontractor or by anyone directly or indirectly employed under this contract. Unless otherwise specified within this contract, Vendor's insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Name HWT and the State as an Additional Insured, to the extent permitted by law.

B. Commercial Automobile Liability Insurance, protecting Vendor from claims for damages for bodily injury, as well as from claims for property damage resulting from the ownership, operation, maintenance, or use of all owned, hired and non-owned automobiles, which may arise from operations under this contract, and in case any work is subcontracted, Vendor will require the subcontractor to maintain Commercial Automobile Liability Insurance. Unless otherwise specified within this contract, Vendor insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages shall be included:

- Owned, Hired and Non-owned.

i. Professional/Technical, Errors and Omissions and/or Miscellaneous Liability Insurance, providing coverage for all claims Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to Vendor's professional services performed under this contract. Unless otherwise specified within this Contract, Vendor's professional liability insurance minimum limits are as follows:

- \$2,000,000.00 – per claim
- \$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of Vendor and may not exceed \$50,000 without the written approval of HWT. If Vendor desires authority from HWT to have a higher deductible amount, Vendor must submit a request, in writing, specifying the amount of the

desired deductible and providing financial documentation by submitting the most current financial statements acceptable to HWT so that HWT can ascertain Vendor's ability to cover the deductible from its own resources. HWT will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

The retroactive or prior acts date of coverage must not be after the effective date of this contract and Vendor shall maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained by Vendor to fulfill this requirement.

Additional Insurance Conditions:

- ii. Vendor's policies must be primary insurance to any other valid and collectible insurance available to HWT with respect to any claim arising out of Vendor's performance under this contract;
- iii. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify HWT within five business days with a copy of the cancellation notice, unless Vendor's policy(s) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to HWT;
- iv. Vendor is responsible for payment of contract related insurance premiums and deductibles;
- v. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- vi. Vendor's policies shall include legal defense fees in addition to its liability policy limits, with the exception above; and
- vii. Vendor must obtain insurance policies from insurance companies having an "AM BEST" rating of "A minus," a Financial Size Category (FSC) VII or better and authorized to do business in the state of Minnesota.

An Umbrella or Excess Liability insurance policy may be used to supplement Vendor's policy limits to satisfy the full policy limits required by this contract.

HWT reserves the right to immediately suspend this contract if Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Vendor. If HWT suspends this contract for Vendor's noncompliance with the insurance requirements, Vendor will have 10 days from its receipt of notice of the suspension to cure the noncompliance. If Vendor does not cure its noncompliance with the insurance requirements within 10 days, HWT may immediately terminate this contract without liability to Vendor. All insurance policies must be open to inspection by HWT, and copies of policies must be submitted to HWT's Authorized Representative upon written request.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. §
55305
46 C.F.R. part
381

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when
the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180
2 C.F.R part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I) Executive Order 12549
Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "No procurement 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 (No procurement)," 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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the 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.

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

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 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.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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 provision.

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

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

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.

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 affected 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

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the 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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner 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 AGENCY may terminate this contract for default. Termination shall be affected 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 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 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 AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice

from AGENCY setting forth the nature of said breach or default, 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 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 AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit 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 AGENCY may terminate this contract for default. The 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 AGENCY.

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.

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.

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

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

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.

CIVIC RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

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

Model Clause/Language

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

Civil Rights and Equal Opportunity

HWT is an Equal Opportunity Employer. As such, the HWT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the HWT 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 Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. ***Equal Employment Opportunity*** - The following equal employment opportunity requirements apply to the underlying contract:

- a. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

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.

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]** 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.

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}**.

FLY AMERICA
49 U.S.C. §40118, 41 C.F.R. Part 301-10
48 C.F.R. Part 47.4

Applicability

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

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.

Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1

2 CFR 200

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.

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 [{Agency}](#), whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE 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 [{Agency}](#).

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.

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

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 HWT.

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.

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.

TELECOMMUNICATIONS

2 CFR part 200.216

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

“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.”

TRAFFICKING IN PERSONS

2023 MA §4(f)

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- (c) Use forced labor in the performance of the Recipient’s Award or sub agreements thereunder.

Federal Tax Liability and Recent Felony Convictions

2023 MA §4(g)

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial

and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

Attachment F-Disadvantaged Business Enterprise (DBE)

**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 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 tendays 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 Provision

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

DBE COMMITMENTS					DBE Goal Submitted? Description of Work	Dollar Amount of Bid/Proposal.	Will Firm Be Used?
List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).							
<u>DBE Contractor Information</u>							
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 <input type="checkbox"/> No <input type="checkbox"/>
	Contact Name						
	Address:						
	Federal Tax#		E-mail				
	Phone		Fax				

CONTRACTOR PAYMENT FORM

State Project Number _____ Prime Contractor: _____ 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**

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.

Attachment G – Price Proposal Form | Estimate Of Costs

The following tables must be completed and submitted with the proposal package as a separate .pdf document. Additional supportive documentation can be attached to illustrate your assumptions associated to the costs.

Service levels may change in the future, please indicate how the variables in the table below would impact annual service costs, by illustrating a percentage increase if such changes occurred.

Service Element	Would Impact Cost	Would not Impact Cost
Number of vehicles in the fleet		
Vehicles operated in maximum service		
Service area size (square miles)		
Service area population		
Average daily ridership		
Workstations/user licenses needed		
Other - Please specify		

Year 1 (Service) & Implementation Price Proposal Form			
Software	Units	Unit Cost	Total Cost
Base software: Dispatch, Reservation, Scheduling, Reporting, AVL			
Operator App			
Notifications/ Interactive Voice Response (IVR)			
Passenger portal/App for trip booking and management			
Mobile payment			
Pre/post-trip inspection			
Maintenance Management			
Other - Please specify			
Software Subtotal			
Implementation			Total Cost
Direct On-site cost, set-up, data conversion or acquisition, training, travel, etc.			
Other costs- cost not identified above but integral to implementation			
Implementation Sub Total			

Implementation Costs

- Direct on-site – supplemental costs associated with user assessment, installation, database conversion, etc., must be included in the software prices. Direct on-site costs are the labor and associated travel costs (not associated with training)
- Set-up – initial on-boarding and set up costs.
- Data Conversion & acquisition – to migrate in customer and address information from the current system.
- *Training* – all labor, materials and travel costs associates with required training. At minimum, the cost of training should include in-person classroom training for 10 individuals. Training should include initial training prior to the software going live, and additional training (minimum of 20 hours) 6 months after deployment to ensure the technology is being used properly and to allow staff time to acclimate themselves with it. Conform to other requirements for training within this RFP.
- Travel for any employee including trainers outside the United States will not be reimbursed by this contract.

	Service - Annual Costs					
Annual Fees	YEAR 1	Year 2 *	Year 3*	Year 4 *	Year 5 *	Year 6 *
Maintenance and support						
Base software						
Operator App						
Notifications/ Interactive Voice Response (IVR)						
Passenger portal/App for trip booking and management						
Mobile payment						
Pre/post-trip inspection						
Maintenance Management						
Other - Please specify						
Total:						
*years 2 – 6 (5 years) are not part of this contract. Identify costs per year for these years. HWT will review and if an agreement is made between HWT and Vendor another contract will be considered with the vendor.						

If a line item is included as part of the base software offered by the proposer at no additional cost put in “Base” into the units, unit costs and total and annual costs. If the proposer does not offer set solution put in “Not Offered” into the units, unit costs, and total and annual costs. If a proposer is working with a third-party vendor for a solution, please put an “*” next to the number of units.

Initial Pricing proposal is for evaluation purposes and subject to change during negotiations with the selected vendor.

Proposers shall not modify this price proposal form. If proposals need to provide information on any details not covered by this form, they may do so under a separate sheet.

Software – While HWT prefers a cloud based third-party hosting solution, on premise server hosting will be considered. All third-party hosting costs borne by HWT must be included in the base software costs. If the proposer recommends server hosting by HWT provide specifications for set server. HWT will procure the server and necessary hardware independently.

- *Base software: Dispatch, Reservation, Scheduling, Reporting, AVL* - Software solution onto 10 workstations and user licenses.
- *Operator App* – Software for MDT application that provides manifest and turn-by-turn directions.
- *Notifications/ Interactive Voice Response (IVR)* - The software solution for an IVR system with the capabilities to call or send text messages the day before and of service. Assumes 20,000 calls or texts sent monthly.
- *Passenger portal/App* - A mobile app or web-based solution that allows customers to book trips, manage their rides, and track where their vehicle is.
- *Mobile payment* – Solution that allows to pay for their trip via their mobile phone or through the web-based portal app.
- *Pre/post-trip Inspection* – Solution that allows for digital vehicle inspection and record retention.
- *Maintenance Management* - Solution that allows Central Community Transit to easily track vehicle mileage with alerts for upcoming preventative maintenance.

Attachment H – Allowable Expense Reimbursement

2021-2023 Commissioner’s Plan Reimbursement Rates for Travel Expenses*		
Subject	Conditions/Mileage	Rate
Personal Car	(1)	Federal IRS reimbursement rate
Commercial Aircraft	(2)	Actual cost
Personal Aircraft	(1)	Federal IRS reimbursement rate
Rental Car	(2)	Actual cost
Taxi	(3)	Actual cost
Subject	Meals	Rate
Breakfast	(1) (5) (7)	\$10.00
Lunch	(1) (5) (7)	\$13.00
Dinner	(1) (5) (7)	\$19.00
Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00 each week
Telephone, Personal	(1)	As of July 1, 2022, no reimbursement of costs

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day or away from home overnight.
- In travel status after 7 p.m. for supper expense that day or is away from home overnight.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, Standard card size, and standard room.)
 - a. Lodging costs should be reasonable and consistent with facilities available.
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of stay.
5. The gratuity is included in the maximum cost.
6. To be in Travel Status and at a commercial lodging.
7. Meal reimbursements for high-cost localities as identified by the IRS, the maximum reimbursement will be Breakfast \$12.00, Lunch \$15.00, and Dinner \$23.00.

*The above expense rates are based on the 2021-2023 Commissioner’s Plan contract and are subject to change with subsequent contract updates.

CS|CM Last Updated 06/29/2023 1

These allowable expense statements are approved by HWT. The following are additional restrictions:

- HWT will not pay travel for any employee outside the United States.
- All air travel shall use domestic airlines for travel for this project.

CERTIFICATION OF PRIMARY VENDOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, responders must certify the following, as required by the regulations implementing Executive Order 12549:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions Instructions for Certification:

By signing and submitting a proposal, the prospective lower tier participant (“responder”) is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the successful responder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The successful responder will provide immediate written notice to the person to whom this proposal is submitted if at any time the successful responder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

Responders agree by submitting a proposal that, should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 Code of Federal Regulations (CFR) part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Responders further agrees by submitting a proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered

Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under #5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Responders certify, by submission of a proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where responders are unable to certify to any of the statements in this certification, such prospective participant will attach an explanation to their proposal.

The Primary Participant _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department, State department, or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The Primary Participant _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

Date

ATTACHMENT J - Conflict of Interest Checklist and Disclosure Form

MnDOT Contract Number: XXXXXX
P5 Contract Number: ###
Prairie Five – Dispatching Software

An organizational conflict of interest may exist in any of the following cases:

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. **Comment:** this provision will, for example, disqualify a proposer who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this Contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.
- ❑ This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.

- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organizational conflict of interest exists.
- Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name

Phone