

**ST. CLOUD METROPOLITAN TRANSIT COMMISSION
(Metro Bus)
REQUEST FOR PROPOSAL
HRIS-PAYROLL SOFTWARE SYSTEM**

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

Contact:
Gary Korneck, Procurement Manager
Phone: 320-529-4488
Email: gkorneck@stcloudmtc.com

Project Schedule:

Date Issued: Monday, November 7, 2022

Pre-Proposal Interviews / Product Demonstration: Monday, December 5, 2022, through Monday, December 12, 2022. (Two (2) hour blocks each day from 8:00 a.m. to 2:00 p.m. CST)

Written Addenda Requests Due: Monday, December 19, 2022, 5:00 p.m. CST

Proposals Due: Friday, January 13, 2023, 12:00 p.m. CST

Proposal Review Period: Monday, January 16, 2023, through Friday, January 20, 2023

Proposal Award: Monday, January 23, 2023, 5:00 p.m. CST

Signed Contract: Friday, February 3, 2023, 5:00 p.m. CST

Project Kickoff Meeting: TBD

Notice to Proceed Letter: TBD

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1. STATEMENT OF INTENT

The purpose of this Request for Proposal is to invite qualified vendors to participate in the competitive bidding process for the acquisition and implementation of an HRIS-Payroll software program that will fully integrate with specific existing software programs and the overall business needs of Metro Bus.

2. AGENCY BACKGROUND

The St. Cloud Metropolitan Transit Commission (Metro Bus) was created by the Minnesota Legislature in 1969 to operate as a Transit Authority. Metro Bus is located in St. Cloud, MN about 70 miles northwest of Minneapolis-St. Paul and provides fixed route and paratransit bus service to the cities of St. Cloud, Sauk Rapids, Waite Park, and Sartell in a radius that covers approximately 36 square miles in central Minnesota. Metro Bus also operates a Park n' Ride commuter bus service from East St. Cloud directly to the Northstar Commuter Rail Line station in Big Lake, MN. From there, commuters can ride the rail from Big Lake to downtown Minneapolis.

Metro Bus has a current total staff of roughly 140 employees and has an annual operating budget of approximately \$16 million in FY2022. Metro Bus is primarily funded by an 80% Federal and State grant appropriation with a 20% local contribution consisting of tax levy and bus fares.

3. METRO BUS FACILITIES

3.1 Operations Center: Primary location of the administrative offices, paratransit call center, maintenance shop, and vehicle storage.

3.2 Transit Center: Multimodal transfer facility located in downtown St. Cloud.

3.3 Mobility Training Center: Located in downtown St. Cloud, this facility features a simulated bus riding, bus stop, and street environment for training and assessing an individual's physical and cognitive abilities as they pertain to using public transportation.

4. PROPOSAL INSTRUCTIONS

4.1 Primary Contact

Any immediate questions, requests for clarifications, or comments related to this RFP must be submitted via email to: **Gary Korneck, Procurement Manager:**
gkorneck@stcloudmtc.com

4.2 Proposal Submission Requirements

Proposals must be received by Metro Bus on: **Friday, January 13, 2023, 12:00 p.m. CST**
Digital proposals and related documentation may be submitted via email, or by providing a weblink to a shared site such as a Dropbox or SharePoint.

It will be the responsibility of each vendor to ensure their proposal and all supporting documentation arrive before the deadline

4.3 Late Proposals

Late proposals will not be accepted and will be considered "non-responsive".

4.4 Pre-Proposal Interviews – Product Demonstration

Each interested vendor will be required to schedule a two (2) hour interview / product demonstration with the Metro Bus project team prior to submitting their proposal. Interviews can be scheduled at the dates and times listed on Page 1 under "PROJECT SCHEDULE". Pre-Proposal interviews will be completed either in-person or via remote conference. Vendors are asked to contact **Gary Korneck, Procurement Manager: Phone – 320.529.4488, gkorneck@stcloudmtc.com** to schedule their interview.

4.5 Addendums

Any Metro Bus changes or revisions, or any vendor requests for clarification/revision to the RFP requirements must be communicated by written correspondence by: **Monday, December 19, 2022, 5:00 p.m. CST.** Any written addendum to this RFP will be collectively transmitted electronically to all known proposers. A copy of each addendum will also be placed on Metro Bus's website: <https://www.ridemetrobus.com/business-metro-bus/> where the RFP has been advertised. All changes/revisions or accepted vendor requests for clarification/revision will be incorporated into the terms and conditions of any resulting agreement.

4.6 Proposal Detail

It will be the responsibility of each vendor to examine the entire RFP and supporting documentation thoroughly and to seek clarification of any item or requirement prior to submitting a proposal. Promotional material should not be included.

4.7 Acceptance of Proposal

- a. Metro Bus reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal.
- b. Metro Bus reserves the right to withdraw this RFP at any time without prior notice and makes no representations that any contract or agreement will be awarded to any consultant responding to this RFP.
- c. Metro Bus reserves the right to postpone or delay proposal openings or contract award for its own convenience.
- d. Metro Bus will not be bound to any verbal or oral modifications to, or deviations from, the requirements set forth within this RFP. When provided by written request,

consultants may amend or withdraw their proposal prior to the RFP due date and time. Vendors may not change the wording of their proposal after the RFP closing date and time and no words or comments may be added unless requested in writing by Metro Bus for purposes of clarification. Metro Bus will be under no obligation to receive further information, whether written or oral, after the RFP due date.

- e. Metro Bus will not be liable in any event for any pre-contractual expenses incurred by the vendor in preparation of responding to this RFP. The vendor shall not include any such expenses as part of its proposal.

4.8 Agreement of Terms

By submitting a proposal, the vendor agrees to all the terms and conditions set forth within this RFP. Vendors must not alter any portion of the RFP document with the exception of adding information as requested.

4.9 Modification of Terms

Metro Bus reserves the right to modify the terms, conditions, scope of work and provided data within this RFP at any time at its sole discretion prior to the final RFP due date.

4.10 Liability of Information

Metro Bus has placed considerable effort to ensure the accuracy of the data provided within this Request for Proposal and all supporting documentation.

4.11 Tax Exemption

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

4.12 Proprietary Information

Any information contained in a proposal that the vendor considers proprietary must be clearly identified as such. Metro Bus will respect requests for non-disclosure of proprietary information to the extent that restricted information conforms to the Freedom of Information Act and any court rulings.

4.13 Metro Bus Obligations

Provide a list of all items to be provided by Metro Bus to assist you in completing the requested project work. This should include any data or documentation, along with a strategy for project management indicating the process to be used to coordinate any proposed collaboration with Metro Bus staff.

4.13 Governing Law

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of Minnesota. The laws of Minnesota shall govern this transaction.

5. GENERAL CONDITIONS

5.1 Force Majeure

To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, epidemics, pandemics, any federal or state coronavirus mandates or protocols, any law or order of any governmental agency, or other cause beyond that party's reasonable control, that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and continues performance whenever and to the extent such causes are removed.

5.2 Protest Procedures

Proposers that feel an alleged violation of Metro Bus's procurement procedures has occurred during a solicitation may file a written protest with the Chief Executive Officer (CEO) up to the date and time of the proposal opening. The CEO will review the protest and determine if the proposals will be opened or delayed. The CEO's decision will be transmitted in writing to the protesting party within five city working days.

Proposers that feel that an alleged violation of Metro Bus's procurement procedure has occurred after proposal opening may file a written protest with the CEO up to three working days after the date and time proposals were opened. The CEO will review the protest and determine if the award of the contract to the responsive Proposer should be delayed. The CEO's decision will be transmitted in writing to the protesting party within three business working days.

Parties not satisfied by the CEO's decision regarding either type of protest described above, may, within five business working days of receipt of the CEO's written decision, appeal the decision to the Metro Bus Commission. The appeal must be made in writing. The Commission will schedule a hearing where the appellant may be heard. Once the Commission's decision is announced, no further local appeals may be made. Proposers should file all protests in care of the CEO, as appropriate, at the following address:

Metro Bus
Request for Proposal Protest
665 Franklin Avenue NE
St. Cloud, MN 56304

The decision of the Metro Bus Board of Commissioners is final.

The Federal Transit Administration (FTA) will only review protests regarding the alleged failure of the purchases to have a written protest procedure or alleged failure to follow such procedures. Protestors may file a protest with the FTA regional office not later than five federal working days after a final decision by Metro Bus. Metro Bus will not award any contracts until it is sure that no protest has been filed with the FTA. The protest filed with the FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the proposal number.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
- d. Include a copy of the local protest filed with the grantee and include a copy of the grantee's decision, if any.

Protests to the FTA should be addressed to:
Office of Program Oversight
Federal Transit Administration
200 West Adams Street, Suite 320
Chicago, IL 60606

Proposers are cautioned that Metro Bus takes all protests seriously and that frivolous protests lacking factual basis will subject a protestor to assessment of Metro Bus's cost and legal fees in responding to the protest. Proposers must review the Metro Bus proposal protest guidelines carefully before filing a protest. At the time of filing a protest, the Proposer agrees to be bound by these guidelines.

5.3 Liability Insurance Requirements

Each vendor will submit to Metro Bus, prior to any services performed, certificates of the vendor's insurance coverage indicating the presence of coverages and limits no less than the following:

1. Workers' Compensation:
Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

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

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

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

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

(Other than Products/Completed Operations)

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

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26)

The St. Cloud Metropolitan Transit Commission (Metro Bus) has established a Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26, to ensure all entities have an equal opportunity to participate in DOT assisted contracts.

The objectives of Metro Bus's DBE/SBE program and of 49 CFR Part 26 are:

1. To ensure non-discrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBE's can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBE's;
5. To help to remove barriers to the participation of DBE's in DOT assisted contracts;
6. To promote the use of DBE's in federally assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE/SBE program.

8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBE's.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the vendor/contractor must satisfy the requirements for DBE participation as stated herein. These requirements are in addition to all other Equal Opportunity Employment (EEO) requirements of this contract. The St. Cloud Metropolitan Transit Commission shall make all determinations with regard to whether or not a bidder/offeror is in compliance with the requirements stated herein.

The vendor/contractor, its subrecipients, or its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The vendor/contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the vendor/contractor to carry out these requirements is a material breach of this contract, which may result in termination of the contract or such remedy as deemed appropriate by the St. Cloud Metropolitan Transit Commission which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages (if applicable);
4. Disqualifying the vendor/contractor from future bidding as non-responsible (49 CFR Part 26.13 (b)).

The St. Cloud Metropolitan Transit Commission will only accept DBE's who are:

1. Certified at the time of bid opening or proposal evaluation;
2. An out-of-state firm who has been certified by either a local government, state government, or federal government entity who is authorized to certify DBE status;
3. An agency whose DBE certification process has received FTA approval.

The vendor/contractor is required to pay its subcontractors for satisfactory performance of their work in relation to this contract no later than thirty (30) days after the vendor/contractor's receipt of payment for that work from the St. Cloud Metropolitan Transit Commission or in accordance with state statutes, whichever is more restrictive. In addition, the vendor/contractor is required to return any retainage payments to those subcontractors within thirty (30) days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

The vendor/contractor must promptly notify the St. Cloud Metropolitan Transit Commission whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The vendor/contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The vendor/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 St. Cloud Metropolitan Transit Commission.

DBE PARTICIPATION GOAL

There is no DBE participation goal for this contract.

7.0 EVALUATION AND SELECTION

7.1 The Metro Bus project team will evaluate all proposals submitted and will select the proposal that best demonstrates the experience and capability to perform the scope of work defined in this RFP.

7.2 Each proposal will be initially reviewed to ensure it follows the proposal format and instructions and that all required documentation has been properly executed and submitted. Proposals that do not follow the specific format will not be considered.

7.3 Basis for Award

Evaluation Elements	Max Score
Company Qualifications & Experience	10
Product Demonstration	10
Implementation Plan	10
Import of Historical Data	15
Integration with Current Systems	15
Training and On-going Support	15
Project Timeline	10
Price Proposal	10
References	5
TOTAL POINTS	100

7.4 Board of Commissioners Approval

The Metro Bus project team will make a recommendation to the Metro Bus Board of Commissioners for awarding a contract. The Board of Commissioners will have the final decision.

7.5 Award of a Contract

Terms and conditions of a contract will be negotiated upon completion of the evaluation process. Metro Bus staff will recommend the contract be awarded to the best value responsible respondent whose proposal is most advantageous to Metro Bus based upon the evaluation criteria listed above.

Cost shall not be the sole determining factor, however, Metro Bus, at its option, may request a best and final offer from the selected vendor regarding the Scope of Work and other associated fees.

8. VENDOR PROPOSAL OBLIGATIONS

8.1 Company Information

- a. Official company name;
- b. Corporate company address;
- c. Affiliate company address;
- d. Primary contact name, title, phone number, email;
- e. Subcontractor name, info and contact list (if any).

8.2 References

Each Vendor must have 3 past performance surveys completed and returned directly to Metro Bus **(See Attachment C)**. It is preferred that at least one reference be a public entity, preferably a transit agency.

8.3 Company Detail & Questions

All information requested in this section must be addressed in the vendor's proposal **(please limit your responses to the suggested page limits)**.

- a. Submit a history and overview of your firm to include the number of locations in the U.S. and your total number of customers. Provide the legal name of your company and if the company is owned or controlled by a parent company. **(1 page)**.
- b. Provide an overview of your company's overall experience and familiarity with similar projects. Describe the experience of your key individuals who will be assigned to this project. Detail should be relevant to the types of services described in this RFP. **(1 page)**.

- c. Provide an organizational chart of the key individuals who will be assigned to this project. Job descriptions should be specific to this project. **(1 page)**.
- d. Identify all subcontract work that will be performed on this project. Include a brief summary of the working relationship on similar projects **(1 page)**.

8.4 Proposal Detail

Each Proposer must submit a complete proposal narrative describing the offered solution in detail. The narrative must include a description of equipment and services required for successful implementation. **(Please limit to 5 single pages or less)**.

8.5 Price Proposal

- a. The proposer must submit a complete price proposal in the excel spreadsheet format provided by Metro Bus **(See Attachment A)**. All software, services, licensing, training, profit, overhead, and miscellaneous expenses should be itemized. Annual maintenance agreements, support services, and licensing and hosting fees must be proposed for a period of five (5) years.
- b. Sufficient detail will be provided so that Metro Bus may assess the reasonableness of each price proposal and assure equal evaluation of all proposals. Proposals that fail to provide and identify separately itemized expenses may be deemed non-responsive and will not be considered.
- c. Proposals must include any additional pricing for items that may represent value to Metro Bus but are not included in the specifications. These items should be clearly noted as "options" and will not be judged in the base price proposal.

Metro Bus is exempt from all local, state, and federal excise taxes.

8.6 Confidential Material

All materials submitted in response to this RFP ultimately become public record, subject to inspection after the contract award. Unrestricted disclosure of proprietary information places it in the public domain. Information clearly defined with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered Trade Secret Data under the Minnesota Government Data Practices Act (MGDPA). Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by Metro Bus. If denied, the vendor shall have the opportunity to withdraw their entire proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information, nor the total proposal, will be considered confidential or proprietary. Any costs to preserve the Trade Secret Data designation under the MGDPA shall be the responsibility of the vendor.

9.0 SCOPE OF WORK

9.1 Overview

Metro Bus is seeking to replace its existing HRIS-Payroll software programs with one (1) single system that will fully integrate and streamline these activities:

HRIS, Applicant Tracking, Payroll Processing

Metro Bus's preference is a cloud-based software solution.

The comprehensive software package will meet the following objectives:

- a. Serve as the primary HRIS-Payroll systems management tool;
- b. Reduce time spent manually compiling and reconciling report data;
- c. Provide a flexible system with the capability to interface with Metro Bus's existing software programs;
- d. Allows for easy import/export and customizable reporting functions;
- e. Ensure an appropriate level of internal control when assigning access rights and creating user groups;
- f. Provide a structured workflow and flexibility for HRIS and payroll processing;
- g. End-user driven, customizable;
- h. Supports robust growth within Metro Bus.

9.2 Proposers must demonstrate and provide functioning certification that their proposed software is capable of exporting a CSV file from Trapeze OPS Metro Bus's employee scheduling and timekeeping software and importing that file into the vendor's proposed Payroll solution. Any custom programming that would be necessary to achieve full integration to the Trapeze software system must be clearly defined in detail in all proposals. The inability to fully integrate must also be clearly stated.

9.3 Proposers must demonstrate and provide functioning certification that their proposed software has the ability to import directly into the following systems:

- a. Avail's G/L System;
- b. Avail's A/P System (for payroll vendor checks);
- c. Import/Export to vendor websites (i.e. – PERA, STD, LTD, HCSP).

9.4 Any custom programming, including customization to any existing Metro Bus software programs, which is required to achieve full system integration is to be included in all proposals.

- 9.5 All system components must create/ensure real time data and information updates must be a feature of all modules. Changes that are considered routine, but not limited to, shall not require programming changes:
1. Report consolidation;
 2. Additions, deletions;
 3. User access, security, rights and approval limits;
 4. Override capability;
 5. Allocation and methodology features.
- a. Appropriate user-defined security controls shall allow the user to independently view and create reports without reliance on I.T. staff or outside vendor assistance.
 - b. All modules must have the ability to efficiently store and retrieve data in compliance with the attached retentions schedules (**See Attachments D & E**) within each respective module without corrupting the modules performance.
 - c. HR and Payroll historical data currently stored in Metro Bus software systems needs to be converted as part of the implementation and easily stored and retrieved in accordance with Metro Bus's HR and Payroll Records Retention Schedules (**Attachments D & E**) by the end-user without I.T. intervention.
 - d. All modules must have report writing capabilities for the end-user to create and export customizable reports within the entire application.
 - e. The report writer must provide the ability to save, schedule, and distribute reports that contain data for the respective reporting period.
 - f. The end-user must be able to easily download/export data into a Microsoft Excel spreadsheet and PDF file. This function is critical to facilitate the customization of cost/budget analysis, employee records, data reports, and financial statements tailored to the preparer's and end-user's preferred method of reporting features.
 - g. The vendor must notify Metro Bus ninety (90) days in advance of releasing new versions of installed products.
 - h. It will be the vendor's responsibility to provide annual updates as it relates to tax tables.

- i. The vendor must notify Metro Bus at least six (6) months in advance of the date beyond when installed products will no longer be supported and also provide a transition plan to continue to provide existing features.
- j. The vendor must consult with and comply with the direction of Metro Bus’s I.T. Manager when making any changes to the supported systems in the form of a written notification. Failure to comply with this request may result in a breach of contract between the vendor and Metro Bus.

10. HISTORICAL DATA RETENTION SCHEDULES

Each vendor must clearly define and demonstrate their systems ability to import a specific list of historical data from Metro Bus’s current software programs for the corresponding timeframes that are identified within the HR and Payroll Records Retention Schedules included as **Attachment D** and **Attachment E**.

11. CURRENT SOFTWARE PROGRAMS

System Name	Developer	Areas Directly Supported	Functions
Traverse	Open Systems	Finance/Accounting	Payroll Processing/Reporting
Trapeze OPS	Trapeze Group	Operations Scheduling	Bus Operator, Dispatcher, and Street Supervisor scheduling.
MetroNet	“Home Grown” System – Sleekcode, LLC	All	Payroll hour tracking, Human Resources, Employee database, scheduling, Insurance and liability claim tracking, Customer relations, various statistical reporting
Avail/FleetNet	Avail Technologies	Finance/Accounting/Maintenance/Procurement Operations/I.T., Community Outreach	G/L, A/P, A/R Insurance, fare media sales, customer relations, fixed assets, grants management, project management, fleet management, parts

			management, requisitions, purchase orders, work orders, facility maintenance, etc.
JazzHR	JazzHR	Human Resources	Recruiting Software

12. METRO BUS SOFTWARE INFRASTRUCTURE

Category	Current Metro Bus
Server OS	Microsoft Windows Server 2012 R2/2016/2019/2022
Desktop OS	Microsoft Windows 10/11
Productivity Software	Microsoft Office 365
Domain Controller	Windows Active Directory
Website Infrastructure	Website Hosting is Outsourced

12.1 Vendor Hosted Solution

The hosting facility will have at a minimum the following specifications:

- a. Will provide 24x7x365 network monitoring and management;
- b. Will have frequent data back-ups of at least once per day.

Proposals shall include a detailed description of the hosting facility and annual hosting costs for the next Five (5) years.

12.2 Information Security

- a. All proposed software applications must support role-based security.
- b. Web-based applications shall provide secure data exchange via current transport layer security (TLS)/secure socket layer (SSL) standard and shall comply with TLS 1.2 or better. Proposed web applications shall be digitally certified using common certification authorities (e.g., COMODO, DigiCert and Verisign/Symantec).
- c. All software applications must have the ability to use Multifactor Authentication.
- d. The methods used for encrypting stored passwords must be disclosed. Industry standard encryption methods utilizing at least 256-bit encryption techniques are required.

- e. The vendor must disclose the provisions to secure the database in its proposal. Any vulnerabilities or misuses discovered by the vendor or others for the proposed application must be reported to Metro Bus immediately with a proposed mitigation strategy.

12.3 Data Storage and Maintenance

- a. The system will allow all data to be retrieved, even if it has been archived.
- b. An audit log will be maintained for audit purposes. Metro Bus will have the ability to view these logs when required.
- c. The online data storage system will ensure data integrity in the event of a disk-drive failure.
- d. The vendor must provide a data maintenance plan that will comply with Metro Bus's data retention requirements. The system shall store data for the retention schedules that are identified in **Attachment D** and **Attachment E**.

12.4 Data Access for Metro Bus

The proposed system shall follow an open architecture model, providing the capability for Metro Bus to independently develop system interfaces or enable integration with other internal or third-party systems. The use of standard network communication protocols (e.g., Transmission Control Protocol/Internet Protocol [TCP/IP]) and application programming interfaces (APIs) is required. The database structures and any proprietary interfaces shall be documented in the proposal. Metro Bus will be permitted royalty-free access to the database tables, and royalty-free use of the data and interfaces. If necessary, Metro bus will be authorized to extend such access and use to third party vendors for integration purposes. All system data shall be the property of Metro Bus and will be immediately available to Metro Bus. The vendor will acknowledge in writing that Metro Bus will own any and all data and the database where the data resides.

13. PAYROLL AND HUMAN RESOURCES INFORMATION SYSTEM (HRIS)

Vendors are asked to propose a fully integrated HR and Payroll solution. At a minimum, the proposed system must allow for, but not be limited to:

- a. Provide a highly secure system, basing log-in security and user/role-based access within a standard Active Directory (this may not be applicable in a cloud-based solution);
- b. Provide functionality for compliance with the U.S. Wage and Hour Laws-Wage Payment Laws, and the state of Minnesota Wage Theft Prevention Act;

- c. Be able to interface and perform data exchange with Trapeze and Avail;
- d. Improve payroll and human resources administering creating a seamless and automated process;
- e. Be able to administer employee benefits;
- f. Improve access to HRIS data and analytics, as appropriate, to all Metro Bus employees, supervisors, and management staff;
- g. Be able to directly import employment history;
- h. Have the ability to use mass processes to apply “across the board” salary increases;
- i. Have the ability to administer tables for the maintenance of data;
- j. Have performance management capability;
- k. Be able to manage and track employee training, licenses, and certifications;
- l. Be able to interface with multiple applications related to payroll/HRIS (i.e. –, accounting, scheduling, etc.);
- m. Be able to produce custom and ad hoc reports;
- n. Provide access to custom/advanced configuration of data fields, screens, processes, workflows, etc.;
- o. Provides for time and attendance and benefit accrual functionality;
- p. Provide new hire automated workflow;
- q. Have document storage and management capability including electronic employee files;
- r. Provide for employee self-service via the Web;
- s. Provides an applicant tracking module for online application process including the ability to weight and score supplemental application questions specific to position;
- t. Track expiration of job-related licenses and DOT physicals;
- u. Randomize safety sensitive drug testing to meet minimum requirements;
- v. Automatic pay increase schedules;
- w. Automatic PTO schedules;
- x. PTO tracking and historical reports;
- y. Ability to enroll in ancillary benefit programs provided by Metro Bus;
- z. Workflow capability with automated notifications as defined within setup.

13.1 Payroll

At a minimum, the payroll module scope of services must include, but not limited to:

- a. Employee maintenance and information reports;
- b. Ability to mask or include Social Security numbers in reports;
- c. Reporting by calendar and fiscal year;
- d. Re-print check stubs and W2's;
- e. Detailed payroll history reports in multiple formats including payroll hours and expenses by department, position, specific timeframe, pay segment, etc.;
- f. All reports must be easily exported to excel with little manipulation to utilize data;

- g. Provide tracking for all deductions, and employer expenses;
- h. Imports to external websites (i.e. – HCSP, PERA, Deferred Comp, etc.);
- i. Direct Deposit file to upload to bank;
- j. Electronic payroll vouchers to send to employees;
- k. Communicates with HR tracking;
- l. Imports to the GL per payroll (on a Fiscal Year basis);
- m. Import/Exports with scheduling software;
- n. Electronic supervisor approval on timesheets, reimbursement and PTO request;
- o. PTO balances on pay stubs;
- p. Ability for employees to securely submit bank changes and W-4 changes electronically;
- q. Ability for employees to submit timesheets, PTO and reimbursement requests electronically. The requests will then follow electronic workflow to include supervisor approvals and final approval in payroll;
- r. Ability to schedule workflow overrides, moving approvals to a different supervisor if direct supervisor is out of the office;
- s. Robust audit trail showing all changes made by any individual.

13.2 CAPABILITIES GRID

Please review each requirement and indicate with an “X” in the appropriate column based on the legend below:

Y = Available means in the current product and **included in the fees**

N = Not currently available

\$ = Available in the current product for an **additional fee** (please note in pricing)

F = Future means on the current product roadmap. Be prepared to discuss

* **Comments:** Please only provide additional commentary when the capabilities are **not clear** or obvious OR need additional clarification. **Do not use pre-written “marketing language”**

13.3 Payroll Administration

13.3.1 Pay Processing	Y	N	\$	F	Notes
Ability to concurrently process separate payrolls for different employees (hourly, salaried)					
Accumulate hours & earnings for reporting on checks and direct deposit					

Accumulate hrs. & earnings for reporting purposes (Current, MTD, QTD, YTD, FYTD)					
Accumulate specific earnings for pension calculations and stops at IRS defined annual limits					
Ability to process unscheduled adjustments					
Ability to have two or more pay rates for one employee in a pay period					
Ability to calculate and pay multiple pay codes with different rates and or premium pay amounts for the same person in a pay period					
Ability to provide net-to-gross pay calculation with system defined taxes (federal, state, local) or employee defined tax overrides or deductions					
Ability to report multiple categories of absences (i.e. – vacation, sick, personal, holiday, etc.)					
Ability to report in multiple formats (i.e. – by division, by role, by compensated absence, by pay period, by fiscal year, by calendar year, by deduction code, etc.)					
Ability to perform end-of-year corrections/adjustments as needed to the time W-2's are generated in new year					
Ability to provide a variety of scheduling options for deductions (i.e. – each payroll, 1 st of the month, etc.)					

Ability to view & print audit reports from payroll input and preview/verify exact gross-to-net payroll results before final processing					
Ability to generate exception reports based on pay data entered in the system					
Supports a complete reversal of a pay transaction.					
13.3.2 Deductions	Y	N	\$	F	Notes
Ability to temporarily override or deactivate deductions at the employee level one-time or on and ongoing basis					
Temporarily deactivate deductions at the company level for all employees					
Ability to enter dollar amounts for deductions and have the system automatically stop a deduction with the total amount is reached					
Ability to enter start and end dates for deductions					
Ability to maintain deduction limits and goal balances					
Accommodate for separate tax-exempt controls for federal, state, local taxes for various deductions					
Ability to accommodate pretax deductions					
Supports user-specified prioritization of deductions					
Ability to summarize deductions (i.e. – printing on pay stubs)					
Provide detailed deduction reports for all taxes and deductions					

Ability to track and expense ER-paid taxes and deductions					
13.3.4 Earnings	Y	N	\$	F	Notes
Establish earnings transactions as either one-time or perpetual automatic payments w/future start/stop dates					
Ability to have earnings with different or no tax rates applied (i.e. – standard withholding vs. supplemental rates)					
Supports weighted average overtime and premium categories (i.e. – straight time, time-and-a-half, double-time)					
Ability to exclude certain earnings from a percentage calculation (i.e. – garnishments, union dues)					
13.3.5 Direct deposit and check processing	Y	N	\$	F	Notes
Allows for unlimited ACH deposits					
Ability to create outgoing ACH file of specified account groups					
Process system-generated manual checks on demand					
Ability for an employee to view or print their pay statements online					
Ability to mask or eliminate printing of a social security number on a pay stub					
13.3.6 Tax processing	Y	N	\$	F	Notes
Maintains all current federal, state, local tax changes and supplemental tax rates					

Allows for different marital status for federal and state calculations					
Allows for fixed or additional tax withholdings for federal, state, local taxes					
Provides effective dating of tax changes					
Provides self-correcting FICA and SUI for both active and inactive employees					
13.3.7 Year-end processing	Y	N	\$	F	Notes
Provides all federal, state, local year-end with paper copies needed by state/local entities and paper copies of employee W-2's					
Ability to generate a year-end electronic report for W-2's for submission to the SSA					
Ability to report attributed income/fringe benefits					
Ability to select continued deductions from year-to-year					
Ability to produce a year-end statement that includes federal and FICA taxable calculations					
Ability to generate, reprint, recreate, or correct W-2's and W-3's in electronic or paper format					
Ability to generate quarterly 941, state withholding and state unemployment reports in both electronic and paper format, including any/all annual submission fees					
13.3.8 Wage attachments (garnishments, tax levies, child support)	Y	N	\$	F	Notes

Ability to record as a percentage of gross or percentage of disposable or flat dollar amount or combination thereof					
Ability to differentiate the type of wage attachment					
Capability to establish pay period and monthly deductions dollar limits					
Ability to automatically suspend deductions for a defined pay period					
Ability to retrieve employee payment history					
Provides for all compliance for calculations of garnishments, tax levies, and child support					
Provides for effective dating of transactions					
Notifies payroll administrator when employee does not have enough funds to cover his/her deductions for the pay period					

14. HRIS MODULE

At a minimum, the Human Resources module scope of services must include, but are not limited to:

- a. Ability to maintain electronic document storage for employee files (employment, confidential, medical, workers compensation, etc.);
- b. Customize categories for scanned employee forms;
- c. Time clock/scheduling (Hourly & Salary time tracking option);
- d. Employee notes (Drop-down list of selected types of reference i.e. – training, recognition, FMLA, etc.) with ability to attach documents;
- e. Emergency contact storage;
- f. Training module;
- g. Accident tracking by employee;
- h. Work Comp module (data automatically populates to the actual OSHA 300 & 300A reports).

- i. Drug and Alcohol module must:
 - a) Separate DOT and Non-DOT;
 - b) Ability to select a monthly random pool for testing;
 - c) Ability to track status/results;
 - d) Customizable test type;
 - e) Numbered reports;
 - f) Must be able to total by classification (i.e. – driver, dispatcher, maintenance, etc.);
 - j. Expiration reports (i.e. – tracking of driver’s license, DOT physical, motor vehicle reports, etc.).

The system should also include the following HRIS/Payroll combinations:

- a. Tracking of dates in one area;
- b. Employee notes (shared);
- c. Employee rosters;
- d. Accidents;
- e. PTO;
- f. Step increases;
- g. Employee status changes;
- h. Insurance eligibility tracking;
- i. FMLA (dates and pertinent information);
- j. Union start/stop information;
- k. Training information (historical and notifications).

14.1 New HR Features

The HRIS module must have the ability to interface with all system modules and provide the following requirements, but will not be limited to:

- a. Applicant portal -
 - a) Affirmative Action/EEO reporting on applicants. Report must total by race, gender and job classification;
 - b) Customizable online job application with the option to create weighted and elimination questions;
 - c) Applicant demographic data moves to HRIS & Payroll modules upon hire.
- b. FMLA tracking module -
 - a) Intermittent and continuous capabilities;
 - b) Ability to report on total used/available time by date ranges;
 - c) Must factor the leave start date into the 12-month calculation report.
- c. SSN - Must be available as an optional field to add to reports in HRIS & Payroll;
- d. Robust report writing tool -
 - a) Must have the ability to select any fields in the system;
 - b) Must have an option to number records in a report;

- c) Must have the ability to export to MS Excel or PDF format;
 - d) Must be able to save custom report formats to run at a later date;
 - e) Must be able to create scheduled reports to automatically run and distribute to a direct email account or web portal;
 - f) Must be able to write reports on demand, as needed, without assistance from I.T. or the software vendor.
- e. Continuous data sharing between HRIS & Payroll - Data that is updated in one module syncs to the other;
 - f. Detailed change logs - Ability to see what, when, and who updated any database fields;
 - g. Automated Rate Changes – Step increase tables built in the background and automatically update in payroll and HRIS based on position and hire date or adjusted seniority date;
 - h. Employee EEO tracking and ability to generate an EEO-1 report using database data - Need the program to total numbers of employees by type (i.e. – discipline, separation, termination);
 - i. PTO accruals built in the background - Updated based on hire date or adjusted seniority date.
 - j. Electronic policy sign-off -
 - a) Ability to push new and updated policies to employee portals based on database criteria;
 - b) Employees must be able to electronically sign-off;
 - c) Admin must be able to report on those that have signed and those who have not.
 - k. Electronic time-off requests – Must be sent through appropriate workflow for approval/denial;
 - l. Automatic assignment of employee ID#'s;
 - m. Customizable workflow –
 - a) Ability to select positions and specific employees included;
 - b) Can be used for notification purposes or configured to require approval;
 - c) Ability to customize the order of notifications/approvals.
 - n. Ability to post specific documents to employee portals by specific user group –
 - a) Teamsters to Teamster specific employees;
 - b) AFSCME to AFSCME specific employees;
 - c) Executive Committee agenda's to Executive Committee members.

14.1.1 Employee Recordkeeping

Functional Requirement	Y	N	\$	F	Notes
Standard report that shows all employee changes made within a pay period					
Multiple change reasons for reporting with a single effective date					
Collect and maintain effective dates of employment					
Maintain employment service interruption history for determination of adjusted service, etc.					
Provides ability to record and manage general comments with direct link to documents					
Provides mass change capability					
Maintains job evaluation info for each employee					
Ability to track employee status (FT, PT, Temp) and weekly hours assigned					

14.1.2 Labor Relations

Functional Requirement	Y	N	\$	F	Notes
Tracks union membership and seniority status					
Maintains union vacation and benefits eligibility					
Tracks union contacts and bargaining units					
Generates union related reports					
Tracks probationary status					
Provides upkeep of discipline and grievance information					
Track employee grievances					

Track employee disciplinary actions					
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14.1.3 Compensation and Salary Planning

Functional Requirement	Y	N	\$	F	Notes
Provides for future dated salary changes					
Provides ability to record multiple reasons for rate change					
Provides for mass change capability					
Projects and analyzes salary information with report writing tools					
Maintain job evaluation information with report writing tools					
Job class/Level/Grade/Groups					
Calculates salary changes based on employee's recommended increase					
Maintains user-defined merit matrix					
Supports compensation modeling & planning					
Supports multiple pay rates (per employee) in a pay period					
Add/update salary ranges in batch mode and individual mode					
Collect and maintain employee compensation data					
Base rate and change history					
Salary and wage forecasting tools					
Provides for salary step increase reporting					

Provides automatic step progression based upon number of days in a job					
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14.1.4 Compliance Reporting

Functional Requirement	Y	N	\$	F	Notes
Maintains employee information relating to EEO, Affirmative Action, etc.					
Maintains employee injury & DOT physical information					
Tracks health and safety information (provides detailed and summary reports)					
Tracks OSHA related incidents including required medical certifications					
Provides required OSHA regulatory compliance reports					
Maintains the agencies affirmative action goals					
Provides compliance reporting with the U.S. wage and hours laws and wage payment laws					
Provides compliance reporting with the Minnesota Wage Theft Prevention Act					

14.1.5 Training and Education

Functional Requirement	Y	N	\$	F	Notes
Maintains a history of certifications, licenses and degrees					
Maintains employee career planning data					
Maintains employee external and in-house training history					
Retains unlimited training-tuition reimbursement history					
Provides confirmations and reminders to employees					

Provides training dates/locations					
Training and certification tracking					

14.1.6 PTO Tracking

Functional Requirement	Y	N	\$	F	Notes
Ability to track PTO based on company policy					
Ability to customize PTO tracking options to different employee groups					
Provides a report of eligible PTO balances for all employees					
Provides online capability for employees to view and track available PTO					
Provides online and reporting capability for PTO accrual rules					

14.1.7 Benefits

Functional Requirement	Y	N	\$	F	Notes
Ability to create unlimited plans/programs/coverage levels					
Ability to create custom calculations for benefit dollars					
Employs real-time workflow from benefits open enrollment, to Admin approval, to payroll without manual intervention					
Allows HRIS to specify benefits workflow and provides an approval trail					
Benefits open enrollment and interface with outside vendors					

14.2 Human Resources Application Process

Functional Requirement	Y	N	\$	F	Notes
Ability to track recruitment activities, including, but not limited to:					

1. Job descriptions by department					
2. Online job application process					
3. Recruitment activities					
4. Applicant tracking					
5. Onboarding					
Ability to customize job application by type (i.e. – driver, dispatcher, admin, etc.)					
Ability to transfer employment applications to employee records					
Provides ability for a new-hire to complete required information online prior to start date					
Ability to create supplemental applications based on specific positions with weighted questions					
Provides automatic scoring of supplemental questions to identify top qualified applicants for interview					
Ability to score Veterans Preference applicable with law					

14.3 Legal Compliance

Functional Requirement	Y	N	\$	F	Notes
Legal compliance shall include, but not be limited to:					
1. Healthcare Reform					
2. ADA Compliance					
3. EEO-4					
4. COBRA					
5. FLMA					

14.4 General Requirements

Functional Requirement	Y	N	\$	F	Notes
Ability to report on point-in-time data for an employee or group of employees					

Ability to report on every field in the database through general or ad-hoc reporting					
Ability to access software from remote sites					
Mass change capability					
Ability to track when changes are made and by whom					
Provides for long-character comments fields by employee					
Provides real-time updates of all data					
Enforces security permissions to users generating reports					
Ability to generate reports containing data from both HR & payroll					
Provides an interface to the GL system					
Workforce succession planning, org chart capabilities					

14.5 Employee Self-Service

*Employees may be assigned a log-in ID to view and make revisions in the following areas (areas revised will automatically send notification to HR and/or Payroll):

Functional Requirement	Y	N	\$	F	Notes
Previous checks/pay stubs					
Previous W-2					
Provides ability for employees to request adjustments to wage/benefits withholdings, addresses, direct deposits, etc.					
Provides workflow capability with review and acceptance by HR before update in the payroll database					
Payroll and self-service updates are in real-time					
Department listings					
Performance reviews (future use)					

Ability for employees to apply for internal positions online					
Ability to apply information in various languages					
Provides online "bulletin board" for news and problem reporting					
Intranet site with library for accessing documents/information, announcements section, action items, etc.					

14.6 Manager Self-Service

Functional Requirement	Y	N	\$	F	Notes
Employee Name					
Employee pay rate					
Employee birthday/anniversary					
Department listings					
Performance reviews (future use)					
Initiate employee status changes					
Personnel File (public data only)					
Provides automatic reminders to managers and supervisors for review due dates					
Workflow to submit Requisition for Personnel to HR for filling vacancies					

15. PROJECT IMPLEMENTATION

The vendor shall prepare a draft System Implementation Plan (SIP) that must be provided as part of their proposal.

A revised and final SIP will be discussed during the initial meeting phase after the proposal award has been made. The revised SIP must be approved and agreed upon in writing by both parties before it can become effective. A final executed copy of the SIP will be presented to Metro Bus within five (5) working days after the Notice to Proceed has been granted.

The SIP shall include the following content:

- a. A description of your implementation methodology and timeline, including data migration;

- b. Detailed implementation activities for both parties;
- c. Project implementation team details;
- d. A detailed schedule which lists each project task, start and end times for each task, progress milestone estimates, resource needs, etc.;
- e. Roles and responsibilities associated with each task by project team including assistance needed from Metro Bus staff;
- f. Provisional strategy for providing support staffing to Metro Bus to administer any manual data migration entries or program setup;
- g. High level plan for testing and acceptance of each system component;
- h. High level plan for quality assurance and quality control;
- i. Identification of risks and risk mitigation strategies, as applicable;
- j. System roll-out plan.

An updated SIP will be submitted to Metro Bus on the 1st of each month.

15.1 Action Items List

The vendor shall maintain an Actions Items List (AIL) indicating each of the following:

- a. Action item number;
- b. Action item title;
- c. Item priority number;
- d. Date generated;
- e. Person assigned with lead resolution responsibility;
- f. On-going narrative regarding resolution status ;
- g. Current unresolved date;
- h. Resolved date;
- i. Item close date.

The AIL will be sorted by priority number and unresolved vs. resolved item status.

Items shall not be closed unless authorized by Metro Bus.

15.2 On-going Meetings/Conference Calls

The vendor and Metro Bus primary project leads/teams shall participate in a bi-weekly meeting and/or conference call unless it is determined by both parties that extended (i.e. – monthly) meetings and/or conference calls are satisfactory.

The Metro Bus Project Manager will coordinate and guide these meetings and will determine additional meeting/conference call participation by other Metro Bus staff and any outside consultants as required.

A meeting agenda and status report will be prepared by the vendor Project Manager and be submitted to Metro Bus at least two (2) days prior to each meeting/conference call. The agenda for these meetings will generally include, (but may not be limited to):

- a. Prior meeting notes/review;
- b. Most current status of the project;
- c. Status update of the AIL;
- d. Discussion on all issues identified in the most recent release of the SIP;
- e. Open discussion on any additional issues beyond those in the AIL and SIP.

15.3 System Design Reviews

15.3.1 Gap Analysis

The vendor shall review the current system environment at Metro Bus and prepare a gap analysis report as part of the design phase. The gap analysis shall include, but not be limited to:

- a. Computer hardware infrastructure;
- b. A complete review of all current Metro Bus software programs.

15.3.2 Requirements Review

The chosen vendor will participate in the development of a list of Matrix requirements as part of the initial on-site meeting. The vendor will use this Matrix as a list of requirements for conducting the Design Review. The Requirements Review will focus on the following three (3) areas:

- a. Metro Bus's design intent;
- b. The vendors intended design approach;
- c. The vendors general approach from demonstration to the acceptance testing process.

15.3.3 Preliminary Design Review

The preliminary design document shall include the following materials:

- a. A conceptual diagram illustrating all elements in the proposed system and data flows between those elements;
- b. A detailed system network diagram identifying all network intersections and connectivity;
- c. Detailed technical documentation on all software, including functions of each module;
- d. Detail on the formatting of all user interface screens;
- e. Format of all reports;
- f. The data fields to be including in all data exchange interfaces and any other software aspects warranting advance agreement with Metro Bus prior to system customization/configuration.

The review and design meetings will include a review of all Metro Bus facilities and available resources at each that may need to be updated to accommodate any newly added technology. The vendor shall determine and detail the exact demand of resources required of Metro Bus. The vendor shall update the preliminary design document based on Metro Bus feedback and submit the updated documentation as the final design.

15.3.4 Final Design Review

The vendor will conduct the final design review ten (10) working days after the final design has been submitted to Metro Bus.

The final design document will include the following materials:

- a. Updated Preliminary Design incorporating Metro Bus feedback and comments;
- b. Final list of equipment to be procured;
- c. Final design and configurations of the system to be installed including all customizations to be made to the system;
- d. Matrix table providing cross-references between the requirements and final design.

The various meetings and design requirements are intended to minimize the chance of any misunderstandings on the design intent or interpretation of the contract requirements.

15.4 Installation

15.4.1 General Requirements:

- a. The vendor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies as required for complete installation;
- b. The vendor shall be responsible for its own and its sub-contractors performance and safety;
- c. Installations shall be performed in accordance with all Federal, State, and local laws and regulations;
- d. Existing Metro Bus infrastructure, affected by, or to be integrated into the new system, (i.e. – LAN/WAN networks) shall not be reduced at any time during system implementation;
- e. The vendor will be authorized to undertake installations only after Metro Bus approval of a pre-installation inspection for each installation site;
- f. The vendor must document and notify Metro Bus of any existing infrastructure that may be affected by the new installation;

- g. The vendor will be responsible for the security of their equipment prior and during installation.

15.5 Acceptance Testing

15.5.1 Test Procedures

The vendor will submit an Acceptance Test Procedures (ATP) document for Metro Bus approval prior to undertaking any testing. The ATP will indicate specific tests to be completed as well as the date and time.

The vendor will be required to reschedule testing if Metro Bus representatives cannot be present or other circumstances prevent testing from taking place.

The ATP shall clearly address:

- a. How each specification requirement will be validated, including the method for performing the test;
- b. The results that constitute success for each test;
- c. Responsibilities of both the vendor and Metro Bus during each test;
- d. A cross-reference to which contract requirements are being addressed by each test procedure;

The ATP will be submitted to Metro Bus at least fifteen (15) days in advance of any testing. Metro Bus must approve all ATP's prior to the start of any test procedures.

The ATP document will incorporate the following testing stages for the proposed system:

- a. Installation acceptance test;
- b. User acceptance test;
- c. Burn-in testing.

Metro Bus may authorize the vendor to proceed to the next testing stage with certain deficiencies not yet resolved upon signed approval by Metro Bus of an action plan provided by the vendor to resolve all outstanding issues from the previous test stage.

15.5.3 User Acceptance Test

- a. A User Acceptance Test will be conducted on the system using the live agency database to demonstrate system functionalities in real-world operation. The User Acceptance Test shall be witnessed by the deploying Vendor representatives. Metro Bus staff shall be fully trained in the system prior to User Acceptance Testing.

- b. Any deficiencies identified through the User Acceptance Test shall be corrected before initiation of the Burn-in Test. Once the User Acceptance Test has been accepted, the system shall be approved to "Go Live".

15.5.4 Burn-in Test

- a. The Burn-in test will be performed at a modular level over a thirty (30) day period after completion of the User Acceptance Test. Deficiencies will be corrected before Metro Bus grants final acceptance. During the Burn-in test, Metro Bus staff will record a punch list of identified issues that will be reported to the vendor.
- b. Metro Bus will perform data and report audits during the Burn-in test to determine compliance and accuracy with the new system. These issues will be included in the punch list and will be reported to the vendor for resolution.
- c. The vendor will resolve all issues on the punch list before acceptance will be granted.

15.5.5 Acceptance Criteria

- a. The vendor will provide written test results documentation after completion of each testing phase. The test results document will authenticate the results of each ATP procedure and an updated list will be provided by the vendor indicating which contract requirements have been established.
- b. The requirements list shall be used as a punch list to track which contract requirements have not yet been established at each stage of testing.
- c. System Acceptance will not be granted until all contract requirements have been formally demonstrated through the Burn-in test. The test results document must be approved by Metro Bus before system acceptance will be granted.

15.6 Documentation

The vendor shall provide an As-Built Document (ABD) to Metro Bus for approval.

The ABD document will include:

- a. All reference and user manuals for system components, including those components supplied by 3rd party vendors;
- b. All warranty documentation, including components supplied by 3rd party vendors;

- c. The version number of all software and license counts, including those supplies by 3rd party vendors;
- d. A user manual for the system components and other relevant applications.

15.7 Training

The vendor shall provide user training at a minimum:

- a. Use of the system components/interfaces;
- b. Use of the reporting software;
- c. Applications/systems administrators;
- d. Basic troubleshooting techniques.

The vendor will provide a training plan, course outlines, and training schedule for review by Metro Bus at least three (3) weeks in advance of the start of training. At a minimum, the following topics/items must be included in each training session:

- a. Course objective;
- b. Topics to be covered;
- c. Requires Metro Bus staff;
- d. Number of training classes;
- e. Time required for training;
- f. Resources required from Metro Bus;
- g. Prerequisites for trainees;
- h. Evaluation procedures for trainees;
- i. All training tools, equipment, training aids, etc.;
- j. Training credentials of the instructor(s).

15.7.1 Proposers must provide a sample training plan as part of their proposal.

15.7.2 The vendor will provide additional training as required by Metro Bus for twelve (12) months after system acceptance at no additional cost.

16. WARRANTY AND MAINTENANCE SUPPORT

16.1 General Criteria

- a. The warranty period for the system shall run concurrently for all system components for twenty-four (24) months from the date of system acceptance.
- b. The vendor shall offer an option to extend the warranty period for additional years for up to five (5) years from the date of system acceptance. The vendor shall document any differences in the warranty terms for these option years in their proposal.

- c. The vendor shall warrant that it has reviewed and evaluated all information furnished by Metro Bus and has made all inquiries necessary such that the vendor is fully aware of Metro Bus's business requirements and intended uses of system, as set forth or referenced in the Request for Proposal and any Addenda, Amendments or Final Proposal Requests.
- d. The vendor warrants that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses. The vendor warrants that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide Metro Bus with all information necessary to maintain the system.
- e. If there is a change in the production configuration of any equipment or software being installed prior to system acceptance, Metro Bus will require that all previously installed equipment and software be upgraded to match the updated configuration.
- f. The vendor warrants compliance with all applicable laws and regulations relating to the project.
- g. The vendor warrants that its employees, agents, and subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed. Metro Bus reserves the right to remove any subcontractors if their work is deemed incompetent or unprofessional.
- h. During the warranty period, the vendor will at no cost to Metro Bus, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.
- i. The vendor will provide any software updates and patches for the current software version at no cost to Metro Bus during the warranty period.
- j. In addition to the foregoing warranties, the vendor will assign to Metro Bus, and Metro Bus will have the benefit of, any and all Subcontractors', Suppliers', and other vendors' warranties and representations with respect to the deliverables provided.

- k. In its agreements with Subcontractors, Suppliers and other vendors, the vendor will require that such parties:
 - a) Consent to the assignment of such warranties and representations to Metro Bus;
 - b) Agree that such warranties and representations shall be enforceable by Metro Bus in its own name; and
 - c) Furnish documentation on the applicable warranties to Metro Bus.

The vendor shall provide a single point of contact for all warranty administration during the warranty period.

16.2 Customer Support

Software support during the warranty period shall include:

- a. Technical support for all proposed hardware and software, with a 24x7x365 support line;
- b. Provide licensing, installation, and integration of all released software patches and updates for the proposed solution;
- c. Supplementary support in accordance with an agreed-to escalation procedure. (The proposal must define the proposed support escalation procedures);
- d. Ability for Metro Bus to view the status of their support request(s) at any time through an online tracking system to be provided by the vendor.

16.3 Software Maintenance/Upgrades

The vendor must describe their maintenance update and upgrade approaches in their proposals. The vendor shall describe the difference in processes and costs associated with updates and upgrades.

- a. The vendor is required to notify Metro Bus at least ninety (90) days in advance of the installation when new software releases become available.
- b. The vendor is required to notify Metro Bus at least six (6) months in advance when it is expected that the current releases and related systems will no longer be supported.
- c. The vendor will ensure that all existing software configurations are protected after the system has been upgraded or updated for the entire duration of the time Metro Bus uses the product.
- d. The vendor must consult with and comply with Metro Bus's I.T. Manager's direction when making any changes to supported systems.

17. CONTRACT OBLIGATIONS AND REQUIREMENTS

17.1 Contract Obligations

- a. The contents of the RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.
- b. The contract will bind the vendor to furnish and deliver at the proposed price, and in accordance with conditions of said accepted proposal and specifications for ninety (90) calendar days after the bid proposal opening.
- c. The vendor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by Metro Bus.
- d. The vendor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- e. All known Subcontractors to this project must be indicated in the submittal. No subcontract will be construed as making Metro Bus a party of or to such subcontract, or subjecting Metro Bus to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the successful proposer of liability and obligation under such party's contract with Metro Bus; and despite any such subletting; Metro Bus shall work directly through the successful proposer. Subcontractors will be dealt with as workers and representatives of the successful proposer.
- f. The contract award will not be final until Metro Bus and the successful proposer have executed a mutually satisfactory contractual agreement. No project activity may begin prior to the execution of a contractual agreement between the successful proposer and Metro Bus along with a written and fully executed Notice to Proceed.
- g. If the successful proposer refuses or fails to execute the contract, Metro Bus may award the contract to another proposer whose proposals comply with all the requirements of the RFP and any associated addenda.

- h. Metro Bus reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.
- i. The selected proposal and subsequent contractual agreement must be formally approved by the St. Cloud Metropolitan Transit Commission Board of Commissioners prior to becoming effective.

17.2 Single Bid Response

In the event only one bid proposal is received in response to this Request for Proposal, a detailed cost may be requested from the single proposer. A cost/price analysis and/or audit may be performed in order to determine if the proposed pricing is fair and reasonable.

17.3 Invoicing

- a. The vendor will only submit an invoice as progress payment milestones have been achieved. The vendor will provide a "percentage complete" status report for the project with each invoice.
- b. **Metro Bus will withhold five (5%) percent retainage on each invoice.** The total retainage amount from each invoice will be released by Metro Bus after final executed project close-out acceptance.

18. REQUIRED ATTACHMENTS IN RESPONSE TO RFP

- a. Attachment A – Price Proposal Spreadsheet
- b. Attachment B – Proposer's Checklist
- c. Attachment C – Proposer Information/Past Project/Reference List

19. REQUIRED CERTIFICATION DOCUMENTS

19.1 Certifications and Affidavits Required

The following certifications and other attachments have been provided as part of this Request for Proposal and are required to be submitted with each proposal:

- a. New restrictions on Lobbying
- b. Integrity Certification/Debarment-Suspension
- c. Non-Collusion Declaration
- d. Contractors Schedule of DBE Participation
- e. Certification of Compliance with DBE Requirements
- f. Intent to Perform as a Subcontractor

g. State of Minnesota Affirmative Action Certification Over \$100,000

19.2 Failure to include these required documents with your proposal will constitute your proposal as non-responsive and it will not be considered.

20. CONTRACTING ETHICS

20.1 Gratuities

It is a breach of contracting ethics for any person to offer, give, or agree to give any Metro Bus employee or former employee, or for any Metro Bus employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

20.2 Kickbacks

It is a breach of contracting ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

20.3 Contingent Fees

It is a breach of contracting ethics for a person to be retained, or to retain a person, to solicit or secure a Metro Bus contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

20.4 Collusion

It is a breach of contracting ethics for a person to collude, conspire, or agree with other persons, firms or corporations to submit a sham proposal, to refrain from proposal, to fix prices, costs, or profits, or to secure any other advantage against Metro Bus.

20.5 Certification

When signing the Proposal Quotation Form, Vendors are cognizant of these requirements and thereby certify that it has not breached any of the foregoing contracting ethics. No Vendor shall sign the proposal without reviewing all material

facts. False or fraudulent certifications shall subject the Vendor to all penalties and remedies provided by law, and to liability for Metro Bus costs and fees, including attorney's fees, in enforcing this provision.

20.6 Specification Documents

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

21. STANDARD DOT CONDITIONS

The FTA Standard DOT Conditions are incorporated as a required component of this Request for Proposal document. A copy of the Standard DOT Conditions can be accessed at the following web address: <https://www.ridemetrobus.com/business-metro-bus/>

22. FTA THIRD PARTY CONTRACT CLAUSES

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 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 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.

Access to Records and Reports

- a. Record Retention.** The Contractor will retain and will require 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 at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records.** The 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 Charges

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 Metro Bus 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.

Civil Rights and Equal Opportunity

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

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

- a. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color,

religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro Bus requests which would cause Metro Bus to be in violation of the FTA terms and conditions.

22.1 METRIC REQUIREMENTS 15 U.S.C. §§205 2007-Pub. L. 110-69 As required by U.S. DOT or FTA, Metro Bus agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. §

205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the Metro Bus agrees to accept products and services with dimensions expressed in the metric system of measurement.

22.2 NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Section 517(d) 23 U.S.C. §502 Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

22.3 CORRIDOR PRESERVATION 49 U.S.C. 5323(q) The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

22.4 VETERANS EMPLOYMENT 49 U.S.C. 5325 (k) Veterans Employment. As provided by 49 U.S.C. § 5325(k): a. To the extent practicable, Contractor agrees that it: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and b. Contractor also assures that its sub-recipients will: 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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.

Termination for Convenience

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

Termination for Default [Breach or Cause]

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, Metro Bus may terminate this contract for default.

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

If it is later determined by Metro Bus 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, Metro Bus, 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

Metro Bus, 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 Metro Bus'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 Metro Bus setting forth the nature of said breach or default, Metro Bus shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Metro Bus from also pursuing all available remedies against Contractor and its sureties for said breach or default.

DBE

The contractor, subrecipients 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 C.F.R. 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. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled

to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DBE PARTICITPATION GOAL

There is no DBE participation goal for this contract.

Recycled 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.