

**St. Cloud Metropolitan Transit Commission
(Metro Bus)
Request for Proposal
Automatic Passenger Counters**

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

Primary Contact:

**Gary Korneck – Procurement Mgr: Phone: 320-529-4488 / Email:
gkorneck@stcloudmtc.com**

PROJECT SCHEDULE:

- **RFP Issue Date:** Wednesday, February 1, 2023
- **Pre-Proposal Interview / Product Demonstration:** (Two (2) hour meeting intervals) Tuesday, February 28, 2023, from 8:00 a.m. to 5:00 p.m. CST, Thursday, March 2, 2023, from 8:00 a.m. to 1:00 p.m. CST, Friday, March 3, 2023, from 8:00 a.m. to 5:00 p.m. CST
- **Deadline to schedule proposal interview/demonstration:** Wednesday, February 15, 2023, 5:00 p.m. CST
- **Deadline to receive written inquiries:** Friday, March 10, 2023, 5:00 p.m. CST
- **Metro Bus response to inquiries:** Friday, March 17, 2023, 5:00 p.m. CST
- **Proposal Due Date:** Friday, March 24, 2023, 12:00 p.m. CST
- **Proposal review period:** Monday, March 27 to Friday, March 31, 2023
- **Reference check / Follow-up questions period:** Monday, April 3 to Friday, April 14, 2023
- **Proposal Award:** Thursday, April 20, 2023, 5:00 p.m. CST
- **Executed Contract:** Friday, May 12, 2023, 5:00 p.m. CST
- **Notice to Proceed:** TBD
- **Project Completion Date:** TBD

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1. PROJECT OVERVIEW

1.1 Project Purpose

Metro Bus is seeking proposals from qualified vendors for the design, purchase, installation, training, hosting, and ongoing technical support for a standalone automatic passenger counter (APC) system on each vehicle in its fixed route and commuter coach bus fleet. The selected vendor shall supply the hardware and software necessary to process and report ridership data gathered through the APC system.

1.2 Company 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 36 square miles in central Minnesota.

Metro Bus also operates a Park n' Ride commuter bus service which starts in east St. Cloud, stops in Becker and ends at the Northstar Commuter Rail Line station in Big Lake, MN. From there, commuters can ride the rail from Big Lake to downtown Minneapolis. As part of the state's first commuter rail line, the Northstar Link and the Northstar Commuter Rail Line offers a fast, reliable and safe alternative to the workday commute. Northstar Link is a service of Minnesota counties Hennepin, Sherburne and Stearns in cooperation with Metro Transit of Minneapolis, MN.

1.3 Service Hours/Ridership

Metro Bus had 598,396 passengers and 72,238 service hours on its fixed route system in FY 2022. Metro Bus had 10,507 passengers and 2,058 service hours on its commuter bus system in FY 2022.

1.4 Current Metro Bus Fixed Route Bus Fleet (Attachment A, Fleet Roster)

Metro Bus currently operates seven (7) New Flyer, D35LF fixed route buses, thirty-one (31) New Flyer, XN35 fixed route buses, three (3) ARBOC Spirit of Mobility low floor cut-away buses, and one (1) Champion LF Transport low floor cut-away bus on its fixed route service. Metro Bus also operates five (5) MCI D4500 commuter coach buses for the Northstar Rail commuter bus Park n' Ride service.

2. GENERAL REQUIREMENTS

2.1 Primary Contact

All questions, request for clarifications, or comments related to this RFP must be submitted in writing to: **Gary Korneck, Procurement Manager**, gkorneck@stcloudmtc.com no later than **Friday, March 10, 2023, 5:00 p.m. CST.**

No guarantee of response by Metro Bus can be made upon late receipt.

2.2 Pre-Proposal Meeting- 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**, email: gkorneck@stcloudmtc.com to schedule their interview.

2.3 Proposal Submission Requirements

Proposals must be received by Metro Bus no later than: **Friday, March 24, 2023, 12:00 p.m. CST.**

Proposals and all supporting documentation may be submitted via email, certified mail, or hand delivered to the Attention of: **Gary Korneck, Procurement Manager**, gkorneck@stcloudmtc.com Phone: **320-529-4488**.

Mailed or hand delivered proposals must be clearly marked "**Metro Bus Automatic Passenger Counter Proposal**".

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

2.4 Acceptance of Proposals

- a. Metro Bus reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive 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 vendor 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 by any verbal or oral modifications to, or deviations from, the requirements set forth within this RFP. When provided by written request, vendors 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.
- f. 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. Company promotional material should not be included.

2.5 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.

2.6 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.

2.7 Late Proposals

Late proposals will not be accepted and will be left unopened.

2.8 Liability of Information

Metro Bus has placed considerable effort to ensure the accuracy of the data provided within this proposal and all attachments. The quantities listed do not obligate Metro Bus to order or accept more than the actual requirements. Fluctuations in fleet, service requirements, or system restructuring must be held permissible.

2.9 Tax Exemption

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

2.10 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.

2.11 Addendums

Any Metro Bus changes or revisions, or any Vendor requests for clarification/revision to the RFP requirements must be communicated by written correspondence at the deadline to receive written inquiries listed on Page 1.

Any written addendum to this RFP will be collectively transmitted electronically to all known Proposers at the acknowledged response to inquiries date and time on Page 1. A copy of each addendum will 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.

3. PROPOSAL EVALUATION AND SELECTION

3.1 Basis for Award

A contract award will be made to the vendor whose overall proposal is the most advantageous to Metro Bus. Such determination will be made at the sole discretion of Metro Bus’s project team.

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

Evaluation Elements	Max Score
Vendor Qualifications and Experience	10
Technical specifications, system requirements, product capabilities	20

Reporting capabilities and ease of reporting functionality and exporting data	20
Project Implementation Plan	10
Post-implementation customer service support including maximum times to return calls and resolve issues	10
Training	10
Price Proposal	10
References:	10
TOTAL POINTS	100

3.2 Selection / Further Evaluation

The Metro Bus project team will review and evaluate all proposals. The above scoring criteria and subsequent evaluation will determine which proposal is considered acceptable without further steps.

There may be further evaluation conducted via second interviews if it is determined by the Metro Bus project team to be in its best interest, however, Metro Bus reserves the right to make an award without holding further discussions. The final decision may or may not exactly reflect the above evaluation elements.

4. GENERAL PROVISIONS

4.1 Formal Contract

Submission of a proposal constitutes an offer to perform the work specified and will be bound by the terms contained or referenced herein. Upon acceptance of an offer, and upon award of a contract to the successful vendor (if Metro Bus chooses to extend an award) this Request for Proposal together with the completed and executed required forms herein, and all attachments hereto, together with the contract shall collectively constitute the contract documents.

4.2 Contract

Any agreement arising from this RFP will be offered for a maximum of five (5) years beginning from the date of contract signature as agreed upon by both parties with a Metro Bus option to renew after the initial five (5) year period under the terms of the original agreement, or for the life cycle of the system as determined by Metro Bus. Any option to extend must be agreed to in writing by

both parties. The vendor shall not in any way assign or transfer its rights or interests under this agreement in any way whatsoever without prior written consent and final approval by Metro Bus.

4.3 Termination of Service

Metro Bus may terminate this contract, in whole or in part, at any time by thirty (30) days prior written notice to the successful vendor. In the event of termination, all property and finished or unfinished documents and other writings prepared by the vendor shall become the property of Metro Bus. The vendor shall be entitled to compensation for services properly performed up to the date of notice of termination of this agreement including all reimbursable expenses.

4.4 Proposed Pricing (Attachment D)

- a. Vendors must submit all price proposals in the format identified on the provided Price Proposal Spreadsheet.
- b. A detailed and itemized cost proposal for all equipment, software, services, licensing, training, profit, overhead, and miscellaneous expenses must be provided.
- c. Annual maintenance agreements, support services, and licensing must be proposed for a period of five (5) years.
- d. 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.

4.5 Project Delays

The vendor shall notify Metro Bus, in writing, of any delays including all relevant details that may threaten the timely performance and completion of the project schedule.

4.6 Liquidated Damages

Failure by the vendor to successfully reach full operational installation of the APC system, including backend functionality, in Metro Bus's fixed route bus fleet by a **yet-to-be-determined date** will result in Liquidated Damages of \$500.00 per day. This Liquidated Damage clause applies for each day the APC system is not operational across the entire fixed route bus fleet, including accurate recording and processing of data in the APC system software stored on Metro Bus servers.

Liquidated Damages will be deducted from the vendor's invoiced charges to Metro Bus.

Metro Bus retains the right to waive any or all Liquidated Damages based solely on what Metro Bus, alone, defines as reasonable and extenuating circumstances to release the vendor from payment of said Damages.

4.7 Requests for Extension

The vendor agrees to provide, as soon as such data is available, any reasonable proof that is required by Metro Bus to make a decision on any request for an extension of the project end date. Metro Bus shall review the request and any documentation provided by the vendor to determine if the vendor is entitled to an extension and the duration of such extension. Metro Bus shall notify the vendor of its decision in writing.

4.8 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.

4.9 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. 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:

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

- a. Withholding monthly progress payments;
- b. Assessing sanctions;

- c. Liquidated damages (if applicable);
- d. 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:

- a. Certified at the time of bid opening or proposal evaluation;
- b. 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;
- c. 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.

6. PROTEST PROCEDURES

Vendors that feel an alleged violation of Metro Bus's procurement procedures has occurred during a solicitation may file a written protest with the Chief Executive Officer (CEO) up to the date and time of the proposal opening. The CEO will review the protest and determine if the proposals will be opened or delayed. The CEO's decision will be transmitted in writing to the protesting party within five (5) working days.

Vendors that feel that an alleged violation of Metro Bus's procurement procedure has occurred after proposal opening may file a written protest with the CEO up to three working days after the date and time proposals were opened. The CEO will review the protest and determine if the award of the contract to the responsive Proposer should be delayed. The CEO's decision will be transmitted in writing to the protesting party within three (3) working days.

Parties not satisfied by the CEO's decision regarding either type of protest described above, may, within five (5) working days of receipt of the CEO's written decision, appeal the decision to the Metro Bus Board of Commissioners. The appeal must be made in writing. The Commission Board will schedule a hearing where the appellant may be heard. Once the Commission's decision is announced, no further local appeals may be made.

Vendors should file all protests in care of the CEO, as appropriate, at the following address:

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

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

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

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

- d. Include a copy of the local protest filed with the grantee and include a copy of the grantee's decision, if any.

Protests to the FTA should be addressed to:

**Office of Program Oversight
Federal Transit Administration
200 West Adams Street, Suite 320
Chicago, IL 60606**

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

7. CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

Each Vendor will submit to Metro Bus upon project award (and 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 (Other than Products/Completed Operations)	\$2,000,000

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

8. VENDOR REQUIREMENTS

8.1 Business Firm and Staff Requirements

The vendor shall provide a general description of its firm and background as it relates to the scope of this project. The vendor shall outline the following:

- a. Business name, address, primary contact information and an organizational chart as it relates to this project.
- b. Business name, address and primary contact information of any subcontractors.
- c. Detail demonstrating the business and staff capabilities to perform all aspects of this particular project.
- d. Primary project manager.
- e. List of key project team members and their proposed responsibilities to the project.
- f. Information regarding key project team members projected workload and estimated workdays/hours in participation with this project.
- g. If any work is to be subcontracted, provide a description of the services the subcontractor will perform along with key staff members and their role within this project.
- h. Detail regarding the vendor’s previous experience with similar or related projects of this size and scope.

8.2 Minimum Qualifications

- a. Vendors and its subcontractors shall have been in business for at least five (5) years and completed a minimum of four (4) APC System purchase

and installation projects and have been commonly engaged in the supply and installation of the type of equipment specified within this RFP within the last five (5) years.

8.3 References (Attachment B)

The vendor must provide a minimum of three (3) references that demonstrate experience of working with public transit agencies and prior projects of this type as outlined within the Scope of Work of this RFP.

8.4 Project Schedule

The vendor will provide a tentative schedule for delivery, installation and training of their proposed equipment and systems. The outlined schedule will be a consideration in the evaluation of an award.

8.5 Project Management

The vendor must provide a detailed description of the relevant qualifications and experience of each of the following individuals:

- a. Project Manager
- b. Key Technical Personnel
- c. Field Service Engineer(s)/Equipment Installers/Trainers

The vendor must demonstrate how they will manage key personnel responsibilities including but not limited to:

- a. Schedule of the work to be performed.
- b. Relationship with Metro Bus personnel as outlined in the Scope of Work.
- c. Vendor's approach to managing each individual's work schedule, approach to the project scope, cost control and project as a whole.

8.6 Communications

Communications in connection with this RFP shall be made directly to the Procurement Manager. Telephone calls may be used to expedite communications by either party but shall not be considered the official communication until confirmed in writing. The vendor and Metro Bus shall respond to all inquiries made by the other party no more than forty-eight (48) hours from the date and time the initial written request was delivered.

9.0 CURRENT METRO BUS TECHNOLOGY

9.1 Hardware / Software

- a. Trapeze Streets – Scheduling System - Current version 6.10.20.2022
- b. Trapeze Ranger – Version 4.4 (J1708 interface available)
- c. T-Box – Version 2.2 (J1708 interface available)
- d. Genfare Fast Fare Farebox – Firmware version 6523

10. SCOPE OF WORK

10.1 Project Goals

- a. Generate up-to-date, stop-level on/off ridership data for each route by day of the week for better informed transit planning activities;
- b. Closely monitor changes in ridership activity related to recommended or anticipated future service changes;
- c. Relieve administrative workload associated with manually conducting passenger counts;
- d. Produce ridership data of sufficient accuracy to satisfy the Federal Transit Administration's (FTA's) reporting requirements to the National Transit Database (NTD).

10.2 Equipment Requirements

- a. Turnkey standalone APC system outfitted on:
 - a) Thirty-one (31) XN35 New Flyer fixed route buses;
 - b) Five (5) MCI D4500 commuter coach buses;
 - c) One (1) Spirit of Mobility ARBOC bus;
 - d) One (1) Champion LF Transport bus.

- b. Additionally, Metro Bus will also require the following equipment that will not initially be installed on our current bus fleet:
 - a) Two (2) APC's with corresponding equipment to be installed in two (2) XN35 New Flyer buses;
 - b) Two (2) APC's with corresponding equipment to be installed in two (2) ARBOC Spirit of Mobility buses;
 - c) Seven (7) APC's with corresponding equipment to be installed in seven (7) XN35 New Flyer buses;
 - d) One (1) set of corresponding equipment required for installation in one (1) ARBOC Spirit of Mobility bus.

(Total = 49 APC's and 50 corresponding installation packages).

10.3 General System Requirements

- a. Proven acceptability of APC system data for purposes of reporting NTD ridership data;
- b. The APC system will be installed according to industry standards and recommended practices;
- c. All installation will include tamper proof fasteners whenever possible;
- d. The APC system will include a protective filtering device to protect the systems memory and raw data from electrical fluctuations typically found in a transit bus (i.e. – over/under voltage, power surges, battery failures, etc.);
- e. The APC system equipment provided will be transferable to other transit buses as the need arises.

10.4 System Operational Requirements

- a. APC system shall start and operate with no input from the bus operator;
- b. The APC system will accurately count passengers as they board and alight recording the data as a function of individual stops, routes, and runs;
- c. The APC system will be designed and tested to produce highly accurate passenger counts and will demonstrate the capability to distinguish valid passengers from non-passenger objects, to detect double-backs and re-crossings, etc.;
- d. The APC system must be able to automatically download data each night. Proposers shall include a list of the equipment and systems that will be required to successfully complete the download of data from the buses on a daily basis;
- e. The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as its operator communication equipment, surveillance equipment, engine controls, fare collection, transit signal priority, AVL, etc.;
- f. Metro Bus's onboard Fareboxes and Ranger equipment do not share internet connectivity for an automatic download. The vendor must specify if their proposed system has its own WiFi or can interface seamlessly with the Ranger and be included as part of the Streets data

that downloads each night. Metro Bus operations had WiFi available for the devices to connect to.

10.5 APC System Performance

- a. There are no standards for defining APC accuracy in the U.S. public transit industry. Vendors are required to provide their preferred formula or method for generating and validating passenger count data.
- b. Vendors must be able to articulate as part of their proposal the following criteria:
 - a) By what standard is the APC accuracy level measured?**
 - b) Has the system been proven by a defined standard?**
 - c) What is the credibility of the count information provided?**
 - d) What is the required testing and calibration process?**
- c. Vendors will be required to perform a manual passenger count audit upon initial equipment installation to determine the accuracy level of boarding and alighting passengers through the APC system.
- d. APC system data should match Metro Bus's scheduling information system.

10.6 Passenger Counting Sensors

- a. Vendors will identify their passenger sensing system and features (i.e. – infrared vs. Time of Flight (TOF) systems;
- b. Detection zones must be fully adjustable to accommodate the different bus designs;
- c. Counting accuracy will not be affected by normal variables including, but not limited to:
 - a) The reasonable speed at which a person passes a sensor;
 - b) A passenger remaining immobile at a sensor;
 - c) Variations in light or temperature;
 - d) Any and all potential obstructions of the sensor equipment.
- d. Obstructions other than passengers that could influence the count accuracy will be noted in the report data;
- e. Sensors will differentiate between boarding and alighting passengers from either door of the vehicle;

- f. Bicycle rack and wheelchair lift deployment data for each unique use are to be accurately recorded by the APC system.

10.7 GPS/Onboard Data Logging

- a. The GPS/onboard data logging system must provide an accurate location of the bus through GPS data as passengers board and alight in order to identify the bus stop and route being traveled.
- b. All gathered data information will be stored by, and accessible from, onboard digital data storage, with data transmittable to a wireless local area network (WLAN).

10.8 Data System and Reporting

- a. Next-day reporting;
- b. Onboard system will allow data from APC/GPS to be collected and stored with generous capacity (measured in days of operation) for storing registered data, and based on time intervals, numbers of stored records, etc. (subject to factors including the number of routes, etc.);
- c. APC system includes for wireless data transfer between each transit vehicle and a server through a WLAN at Metro Bus operations or through a real time cellular modem connection;
- d. Data stored in the onboard APC system can be downloaded manually when needed;
- e. The receiving equipment will confirm transmission/receipt of the raw data to Metro Bus servers;
- f. Metro Bus will have internet access to raw data;
- g. The system must have the capability to merge data gathered through two different buses operating the same route at different times of the day;
- h. System will incorporate temporary routing detours, as needed, into reporting;
- i. Reporting tools must be able to allow for sorting and identification of ridership activity by route, trip, time of day, location and total system-wide ridership;
- j. Data output will be available in ASCII or similar format with compatibility to the Microsoft Office Suite;
- k. Standard reports will be cleaned and scrubbed of errant and inaccurate data;

- l. The APC system will include an error/failure log feature;
- m. Standard reports will include the ability to track and report all operational data needed for the most current requirements of the FTA's NTD reporting including the tracking of passenger miles.

10.9 Software Updates and Upgrades

- a. The APC system software will be field upgradeable;
- b. The vendor will provide software upgrades for a minimum period of five (5) years from the date of acceptance of the initial installation without additional cost to Metro Bus;
- c. Any and all hardware or software licensing and maintenance fees will be noted in the vendor's cost proposal.

11. MAINTENANCE REQUIREMENTS

All APC equipment shall operate upon the voltage requirements of the vehicles they are installed in. The proposed APC system will be assessed with respect to the following capabilities

- a. Provide Metro Bus with a general maintenance plan;
- b. Simplicity of PM Service and the ability to easily identify and resolve known defects;
- c. Self-diagnostics that identify problems automatically to report errors and alert the bus operator without interrupting or halting operations;
- d. Provides back-office reports that allow maintenance to view trends or potential patterns of failure of the APC system.

11.1 Spare Parts

As part of their proposal, the vendor shall provide Metro Bus a comprehensive list of replacement, or spare, parts. Metro Bus will purchase spare parts on an "as needed" basis. The spare parts list shall include the following:

- a. Vendor part number
- b. Description
- c. Issue quantity (i.e. – each, box, pack, etc.)
- d. Part cost
- e. Estimated delivery lead-time of each part
- f. Essential function of the component
- g. Warranty period of each part

12. WARRANTY

- a. The entire APC system, including required hardware/software, shall be warranted (at a minimum) for an initial period of twenty-four (24) months for use in regular service. The warranty shall cover, at a minimum, the repair or replacement of all provided equipment, tools, service.
- b. As part of their proposal, the vendor shall include an explanation of the following:
 - a) The type of warranty coverage provided for each component/service;
 - b) The procedure for reporting and processing a warranty request must include all necessary paperwork and contact information;
 - c) Provisions for spare parts, service, and labor including estimated lead-times to avoid potential service disruptions.

13. SYSTEM TRAINING

13.1 Training Schedule

All proposals must include a training schedule for all designated Metro Bus maintenance, operations, I.T. and other pertinent support staff. The schedule must include the training curriculum, material, and estimated time per support group.

13.2 Training Requirements

At a minimum, the training schedule must include:

- a. Onsite training to designated Metro Bus staff who will be responsible for operating the APC equipment;
- b. Additional training for all Metro Bus staff who are responsible for the proper repair and maintenance of the APC System equipment;
- c. Training must take place Monday through Friday, during Metro Bus's designated hours of operation.

13.3 Training Plan

The Vendor shall provide a plan to train all designated Metro Bus personnel that have direct interaction with the specifics of the APC system. The onsite training plan shall address the following areas at a minimum:

- a. APC System installation;
- b. APC System repair and general maintenance;

- c. APC System troubleshooting;
- d. Bus Operator APC operations (Must include a quick user guide for Operator use in the bus);
- e. APC data download operations;
- f. Back-Office system administration including problem troubleshooting;
- g. Back-Office system reporting;
- h. Back-Office system planning;
- i. Back-Office system maintenance;
- j. Advise Metro Bus during acceptance on checking system performance;
- k. Guide Metro Bus on baseline sampling;
- l. Develop remedies in case the baseline sample fails;
- m. Write-up a benchmarking plan;
- n. Write and certify a sampling and estimation plan for annual reporting.

14. CUSTOMER SERVICE SUPPORT

- a. The vendor shall provide qualified technical support to assist Metro Bus by telephone or email during standard Metro Bus business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m. CT).
- b. Designated Metro Bus staff shall be trained to troubleshoot basic areas of repair and technical concerns. The vendor shall provide customer support that has been appropriately trained to assist Metro Bus staff with diagnosing and resolving all areas of operative and technological repair.

15. IMPLEMENTATION

15.1 Project Timeline

Vendors will provide an estimated project timeline starting from the execution of an official contract (TBD) and the issuance of a Metro Bus Notice to Proceed (TBD).

15.2 Installation and Acceptance

- a. All on-bus equipment installations shall be completed during non-peak Metro Bus service hours whenever possible.
- b. The successful vendor shall provide Metro Bus a schedule which will include estimated dates of equipment delivery. The vendor shall

provide Metro Bus at least five (5) working days advance notice of any equipment deliveries.

- c. All back-office software/hardware installations shall be completed at least two (2) weeks in advance of all bus equipment installations.
- d. The successful vendor shall supply all materials, personnel, labor, tools, etc. required for the proper installation, implementation, testing and training of the APC system equipment.
- e. Metro Bus shall be responsible for all power arrangements and for any electrical infrastructure modifications that may be necessary for the installation of the back-office infrastructure or wireless data transfer.
- f. The vendor shall provide Metro Bus at least thirty (30) days advanced written notice of any required electrical infrastructure modifications.
- g. All APC system equipment and supplies shall be delivered directly to Metro Bus main operations **“FOB destination, freight prepaid”**.

16. PROJECT WORK SCHEDULE

- a. All work shall be performed at Metro Bus’s main operations center. The work schedule and hours shall be sensibly coordinated with Metro Bus operations, maintenance, I.T. and administrative staff to ensure minimal disruption to day-to-day operations.
- b. Metro Bus will provide designated work and storage space for all vendor (or vendor subcontractor) personnel and equipment.
- c. Metro Bus’s Project Manager will coordinate with the vendor the scheduling of all work to be performed.
- d. Metro Bus will have final approval of the scheduling of all installation activities.
- e. The entire APC system shall be fully operational for Metro Bus’s fleet within **TBD** from Metro Bus’s issuance of the Notice to Proceed.

17. MAINTENANCE AGREEMENT

Metro Bus may have an interest in purchasing a maintenance agreement as part of the cost of the proposed solution. An explanation of the various options and type of coverage provided should include the following:

- a. Response time
- b. Various cost structures
- c. Specifics for providing service, troubleshooting, parts and labor
- d. Specifics regarding lead time for hardware repair/replacement

- e. Specifics regarding software patches and version upgrades

Vendors shall include pricing options for their offered maintenance agreement(s) as part of their proposal.

18. REQUIRED FORMS AND CERTIFICATIONS

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

1. Buy America
2. Integrity Certification, Debarment-Suspension
3. New Restrictions on Lobbying
4. Schedule C – Contractors Schedule of DBE Participation
5. Schedule D – Certificate of Compliance with DBE Requirements
6. Schedule F – Letter of Intent to Perform as a Subcontractor
7. STATE OF MINNESOTA Affirmative Action Certification over \$100,000
8. Attachment B – Reference List
9. Attachment C – Proposer’s Checklist
10. Attachment D - Cost Proposal Spreadsheet

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

19. 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/>

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. FTA THIRD PARTY 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 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.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee

or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 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.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 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.

21.1 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.

21.2 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.

21.3 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.

21.4 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 [30 days] after receipt 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 PARTICIPATION 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.

ATTACHMENT A

Unit Number	VIN	Manufacturer	SR#	Fuel	Classification	Chassis Year	Notes
205	1GB9G5AL5A1180164	ARBOC 26-D SWB	N/A	Diesel	400/Possible Fixed Route	2010	Replacement bus ordered. Will order APC and corresponding equipment to install in ARBOC SPIRIT OF MOBILITY bus that will replace this bus.
206	1GB9G5AL4A1180348	ARBOC 26-D SWB	N/A	Diesel	400/Possible Fixed Route	2010	Replacement bus ordered. Will order APC and corresponding equipment to install in ARBOC SPIRIT OF MOBILITY bus that will replace this bus.
207	1FDFE4FS0JDC16335	CHAMPION LF TRANSPOR	N/A	CNG	400/Possible Fixed Route	2018	Bus is scheduled to be replaced in 2026. Will order APC and corresponding equipment to install in CHAMPION LF TRANSPORT and ARBOC SPIRIT OF MOBILITY bus that will replace this bus.
208	1HA6GUBBXLN005771	ARBOC SPIRIT OF MOBI	N/A	CNG	400/Possible Fixed Route	2021	
704	5FYD4KV076B030314	NEW FLYER D35LF	1112	Diesel	700/Fixed Route	2006	Scheduled to be replaced as soon as the contract is finalized. Will order APC and corresponding equipment to install in New Flyer XN35 bus that will replace this bus.
705	5FYD4KV096B030315	NEW FLYER D35LF	1112	Diesel	700/Fixed Route	2006	Scheduled to be replaced as soon as the contract is finalized. Will order APC and corresponding equipment to install in New Flyer XN35 bus that will replace this bus.
706	5FYD4KV006B030316	NEW FLYER D35LF	1112	Diesel	700/Fixed Route	2006	Scheduled to be replaced as soon as the contract is finalized. Will order APC and corresponding equipment to install in New Flyer XN35 bus that will replace this bus.
707	5FYD5KV04AB037632	NEW FLYER D35LFR	1430	Diesel	700/Fixed Route	2010	Scheduled to be replaced in FY 2024. Will order APC and corresponding equipment to install in XN35 bus that will replace this bus.
708	5FYD5KV06AB037633	NEW FLYER D35LFR	1430	Diesel	700/Fixed Route	2010	Scheduled to be replaced in FY 2024. Will order APC and corresponding equipment to install in XN35 bus that will replace this bus.
709	5PYD5KV08AB037634	NEW FLYER D35LFR	1430	Diesel	700/Fixed Route	2010	Scheduled to be replaced in FY 2024. Will order APC and corresponding equipment to install in XN35 bus that will replace this bus.
710	5FYD5KV0XAB037635	NEW FLYER D35LFR	1430	Diesel	700/Fixed Route	2010	Scheduled to be replaced in FY 2024. Will order APC and corresponding equipment to install in XN35 bus that will replace this bus.
711	5FYC8KB0XEB044288	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
712	5FYC8KB01EB044289	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
713	5FYC8KB08EB044290	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
714	5FYC8KB0XEB044291	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
715	5FYC8KB01EB044292	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
716	5FYC8KB03EB044293	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	

ATTACHMENT A (continued)

717	5FYC8KB05EB044294	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
718	5FYC8KB07EB044295	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
719	5FYC8KB09EB044296	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
720	5FYC8KB00EB044297	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
721	5FYC8KB05EB044571	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
722	5FYC8KB07EB044572	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
723	5FYC8KB09EB044573	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
724	5FYC8KB00EB044574	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
725	5FYC8KB02EB044575	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
726	5FYC8KB04EB044576	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
727	5FYC8KB06EB044577	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
728	5FYC8KB08EB044578	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
729	5FYC8KB0XEB044579	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
730	5FYC8KB06EB044580	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
731	5FYC8KB08EB044581	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
732	5FYC8KB0XEB044582	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
733	5FYC8KB01EB044583	NEW FLYER XN35	1787	CNG	700/Fixed Route	2014	
734	5FYC8KB03HB052737	NEW FLYER XN35	2198	CNG	700/Fixed Route	2017	
735	5FYC8KB05HB052738	NEW FLYER XN35	2198	CNG	700/Fixed Route	2017	
736	5FYC8KB07HB052739	NEW FLYER XN35	2198	CNG	700/Fixed Route	2017	
737	5FYC8KB03HB052740	NEW FLYER XN35	2198	CNG	700/Fixed Route	2017	
738	5FYC8KB05HB052741	NEW FLYER XN35	2198	CNG	700/Fixed Route	2017	
739	5FYC8KB01KB071424	NEW FLYER XN35	2324	CNG	700/Fixed Route	2018	
740	5FYC8KB03KB071425	NEW FLYER XN35	2324	CNG	700/Fixed Route	2018	
741	5FYC8KB05KB071426	NEW FLYER XN35	2324	CNG	700/Fixed Route	2018	
810	1M8PDMBA7HP014725	MCI D4500	Series 1	Diesel	Commuter	2017	
811	1M8PDMBA9HP014726	MCI D4500	Series 1	Diesel	Commuter	2017	
812	1M8PDMBA0HP014727	MCI D4500	Series 1	Diesel	Commuter	2017	
813	1M8PDMBA8KP015325	MCI D4500	Series 2	Diesel	Commuter	2018	
814	1M8PDMBAXKP015326	MCI D4500	Series 2	Diesel	Commuter	2018	
	Spare	NEW FLYER XN35					
	Spare	NEW FLYER XN35					

Attachment B -Proposer/Project/Reference Information

Proposer Information	
Business Name:	
Owner Name:	
Primary Business Address:	
Primary Business Phone#:	
Primary Business Website:	
Years in Business:	
Number of Employees:	
Annual Sales:	
Project Manager Name:	
Project Manager Phone:	
Project Manager Email:	

Comparable Projects In Size And Scope	
A. Name and Date of Project:	
Site Address:	
Project Size and Scope:	
B. Name and Date of Project:	
Site Address:	
Project Size and Scope:	
C. Name and Date of Project:	
Site Address:	
Project Size and Scope:	

Attachment B -Proposer/Project/Reference Information

References	
A. Business Name:	
Business Address:	
Name of Reference:	
Position/Title:	
Phone Number:	
Email:	
Date Project Completed:	
B. Business Name:	
Business Address:	
Name of Reference:	
Position/Title:	
Phone Number:	
Email:	
Date Project Completed:	
C. Business Name:	
Business Address:	
Name of Reference:	
Position/Title:	
Phone Number:	
Email:	
Date Project Completed:	

Attachment C Proposer's Checklist

#	Task	Completed (yes/no)
1.	Pre-Proposal Interview/Site Survey Completed	
2.	Company Detail Provided	
3.	Contact Info Provided	
4.	Reviewed Project Scope	
5.	Comparable Projects/References Provided	
6.	Itemized Project Cost Proposal Provided	
7.	Project Implementation Plan Provided	
9.	Training Plan Provided	
10.	Extended Warranty/Maintenance Support Provided	
11.	Contract Obligations and Requirements Reviewed	
13.	Required Attachments Provided	
14.	Required FTA Certifications Provided	
15.	Contracting Ethics Reviewed	
16.	Standard DOT Conditions Reviewed	
17.	Acknowledgement of all Addenda (if any)	

Responder Name: _____
Title: _____
Signature: _____
Date Completed: _____

Attachment D - APC Cost Proposal Spreadsheet

Service Type	Cost	Quantity/Hours	Extended Cost		
Hardware & Equipment					
			\$0.00		
			\$0.00		
			\$0.00	Total =	\$0.00
Materials & Supplies					
			\$0.00		
			\$0.00		
			\$0.00	Total =	\$0.00
Software & Licensing					
			\$0.00		
			\$0.00		
			\$0.00	Total =	\$0.00
Labor & Subcontractor Work					
			\$0.00		
			\$0.00		
			\$0.00	Total =	\$0.00
Training					
			\$0.00		
			\$0.00		
			\$0.00	Total =	\$0.00
Misc Costs (if any)					
			\$0.00		
			\$0.00		
			\$0.00	Total =	\$0.00
Extended Warranty Options					
			\$0.00	Total =	\$0.00

Annual Maintenance & Support	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance and support for all hardware, software, license fees, and other misc costs.					

ESTIMATED PROJECT TOTAL = \$0.00