

ATTACHMENT C– Technical Specifications VENDOR Response

GENERAL SYSTEM REQUIREMENTS

Instructions: Complete the following tables by indicating whether each requirement is included in your base system (Yes), not available (No), or available as an optional Add-On. Provide comments to clarify configuration, limitations, or additional costs. This form must be returned as a separate document with the proposal package.

Table C-1: General System Requirements

General Systems Requirements	Full Compliance	Compliant w/ Customizations	Additional Notes
1. Cloud-based SaaS platform.			
2. Full integration between modules, including single entry of information (i.e. using information across multiple modules rather than requiring duplicate entry, such as VENDOR purchase information automatically flowing to fixed asset record).			
3. Multiple users working in the same module simultaneously and can generate reports against the same data at the same time.			
4. Test environment for the testing period only, prior to full acceptance.			
5. Ability to integrate with other platforms and easily import/export data from other systems in formats compatible with Microsoft Excel. The solution must integrate with existing applications.			
6. “Drilling down” from reports, queries, or screens from summary to transactional detail.			
7. Audit Trail/Tracking – ability to view history of which users have accessed, created, and modified data entry items.			
8. Security to include MFA, audit logs, PCI compliance backup solutions and retention of data.			
9. The system has the ability to support API's (Application Programming Interface) for third-party system integration.			
10. Role-based security and the ability to assign users to multiple roles.			
11. Align with the FTA’s Uniform System of Accounts (USOA) and BlackCat fiscal reporting and grants to facilitate federal and state reporting.			
12. Ability to create unlimited customizable fields that are searchable.			
13. Ability to upload documents and assign them to assets, accounts, and budgets.			

General Systems Requirements	Full Compliance	Compliant w/ Customizations	Additional Notes
14. Metro Bus requires 5 simultaneous active user licenses and up to 5 view/approve user licenses.			
15. Must be able to integrate with existing softwares: <ul style="list-style-type: none"> • Avail - inventory tracking, and work order generation. • UKG - payroll and maintenance employee timekeeping • Trapeze - driver timekeeping • Genfare - fare collection and management. 			

GENERAL LEDGER

Table C-2: General Ledger – Required

General Ledger-Required	Full Compliance	Compliant w/ Customizations	Additional Notes
1. Consistency with Governmental Accounting Standards Board (GASB) standards.			
2. Full fund accounting with self-balancing funds.			
3. Maintaining multiple years of budget/accounting history, by year (i.e. changes to current year GL account structures will not impact prior year accounts/amounts).			
4. Ability to lock the previous year after year-end closure to avoid inadvertent changes.			
5. Ability to soft-close the previous month after month-end closure to warn against inadvertent changes.			
6. At least 13 periods per year with open periods.			
7. The ability to denote the type of journal (payroll, reclass, bank, etc.).			
8. Posting manual and recurring journal entries.			
9. Automatic journal entry reversals.			
10. Automatic year-end closing without loss of detail.			
11. Ability to post in future periods, including future fiscal years.			

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ACCOUNTS PAYABLE

Table C-3: Accounts Payable – Required

Accounts Payable-Required	Full Compliance	Compliant w/ Customization	Additional Notes
1. Centralized VENDOR information with purchase history that is easily searchable by number, invoice date, check date, account code or other criteria.			
2. Entered transactions will update VENDOR accounts and the general ledger.			
3. Ability to store, scan, and enter invoices.			
4. Tracks which VENDORS require 1099s and generate 1099s for VENDORS that need them.			
5. Bank reconciliation that matches transactions to the general ledger.			
6. Positive Pay file output.			
7. Electronic payments to VENDORS.			
8. Ability to set up recurring invoices.			
9. Partially pay invoices and the ability to track set partial payments.			
10. Check printing with check signature automatically printed on it. Produces a check register.			
11. Provides duplicate payment verification warnings.			
12. Interface with credit card companies to upload statements. Imported transactions are validated against the chart of accounts.			

ACCOUNTS RECEIVABLE

Table C-4: Accounts Receivable – Required

Accounts Receivable-Required	Full Compliance	Compliant w/ Customizations	Additional Notes
1. Invoice generation (paper and digital), and ability to e-mail invoices to AR customers.			
2. Acceptance of electronic payments.			
3. Providing the ability to define payment mode.			
4. Integration with Accounts Payable system to facilitate billing AR customers for items or services purchased through Accounts Payable.			
5. Ability to track unpaid invoices and generate reminders for past due balance.			
6. Customer database with detailed customer information.			

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REPORTING

Table C-5: Reporting – Required

Reporting -Required	Full Compliance	Compliant w/ Customizations	Additional Notes
1. Ability to create custom report templates consistent with MnDOT and FTA requirements.			
2. Custom report generation that's easy and doesn't require the VENDOR to generate a special report.			
3. Ability to export reports to Excel and PDF.			
4. Scheduling reports to run at specific intervals/dates according to MnDOT and FTA requirements.			
5. Conducting searches, posting transactions, and generating reports at all levels of the account structure by fiscal year, month, calendar years, or any user defined date.			
6. Performing keyword, wild card, and multiple field queries. Saving queries and making saved queries available to other users.			

CASH RECEIPTING

Table C-6: Cash Receipting – Desirable

Cash Receipting-Desirable	Full Compliance	Compliant w/ Customizations	Additional Notes
1. Record and reconcile cash, check, and credit card payments and receipts.			
2. Allows for the posting of cash receipts to multiple GLs and interfaces with the chart of accounts.			
3. Allow for multiple cash register batches to be created or closed at any point in the day.			
4. Ability to accept multiple payment types in one transaction.			

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PROCUREMENT

Table C -7: Procurements – Desirable

Procurement -Desirable	Full Compliance	Compliant w/ Customizations	Additional Notes
1. Record and reconcile cash, check, and credit card payments and receipts.			
2. Allows for the posting of cash receipts to multiple GLs and interfaces with the chart of accounts.			
3. Allow for multiple cash register batches to be created or closed at any point in the day.			
4. Ability to accept multiple payment types in one transaction.			
5. Record and reconcile cash, check, and credit card payments and receipts.			
6. Allows for the posting of cash receipts to multiple GLs and interfaces with the chart of accounts.			

REQUISITIONS

Table C-8: Requisitions – Desirable

Requisitions- Desirable	Full Compliance	Compliant w/ Customizations	Additional Notes
1. Electronic workflows with approval levels for all purchasing documents based on user role, dollar value, and department.			
2. Ability to customize approval workflow based on department and/or dollar thresholds.			
3. Multiple approval levels.			
4. The ability to leave comments on why an approver approved or declines.			

FIXED ASSETS

Table C-9: Fixed Assets – Required

Fixed Assets-Required	Full Compliance	Compliant w/ Customization	Additional Notes
1. System tracks depreciation and amortization and posts automatically to the GL.			
2. Customized thresholds for asset tracking by type, class code, physical location, assigned department, use, condition, etc.			
3. Ability to track fixed and rolling assets with different depreciation schedules. Ability to set different depreciation schedules based on type of item.			
4. Ability to track information about rolling assets – vehicle ID, make, model, year, cost, funding source(s), location, condition, when it was			

Fixed Assets-Required	Full Compliance	Compliant w/ Customization	Additional Notes
obtained, major overhaul, and other info needed to report to NTD and in TAM Plan.			
5. Ability to track fixed asset information – Type, condition assessment, capital responsibility, cost, year built, type and other info as needed for NTD and TAM Plan.			
6. Integration with Accounts Payable system to facilitate additions to the fixed assets invent			
7. Ability to track all fixed assets to the original Federal Award Identification Number (FAIN) or Grant Number.			
8. Ability to add unlimited notes and upload pictures and documents.			
9. Ability to clone like assets.			
10. Ability to track all asset entries by Asset#, VENDOR name, description 1 & 2, purchase date, model number, serial number, etc.			
11. Ability to track the disposition/sale of an asset, including inactive date.			

BUDGET PLANNING

Table C-10: Budget Planning – Desirable

Budget Planning-Desirable	Full Compliance	Compliant w/ Customization	Additional Notes
1. Generates future budgets (operating and capital) based on previous years through forecasting.			
2. Create various budget forecasting scenarios based on what ifs with the ability to tinker with the formula/variables used in forecasting (historical averages, percentages, fixed amounts, or user defined formula). Users should have the ability to save budget forecast scenarios.			
3. Forecasted budget should be able to be disaggregated to a variety of levels and detail.			
4. Ability to compare budget to actuals and allow each department to track their budget.			
5. Budget-to-actual reports by month, year, or any user-defined time period.			

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GRANTS MANAGEMENT

Table C-11: Grants Management – Desirable

Grants Management- Desirable	Full Compliance	Compliant w/ Customization	Additional Notes
1. Budgeting by grant across fiscal years.			
2. Ability to track grant-eligible expenditures and revenues.			
3. Easy preparation of the federally required Schedule of Expenditure of Federal Awards ("SEFA").			

CONTRACT/PROJECT ACCOUNTING

Table C-12: Contract/Project Accounting – Desirable

Contract/Project Accounting-Desirable	Full Compliance	Compliant w/ Customization	Additional Notes
1. Track project costs incurred throughout the lifespan of a project, which could be multiple years.			
2. Integration with the GL at the transaction level such that accounts in both systems remain in balance at all times.			

CONTRACT MANAGEMENT

Table C-13: Contract Management – Desirable

Contract Management-Desirable	Full Compliance	Compliant w/ Customization	Additional Notes
1. Links contracts to grants.			
2. Process and tracks contract balances.			
3. Calculating contract retainage.			
4. Ability to download and save contract documents in the Contracts Module.			
5. Ability to identify contract owners and departments.			
6. Ability to input primary contact information. Maintaining contract beginning and expiration dates, term periods, renewal/extension options, cancellation time periods, contract approval routing cues, insurance requirement information, and other customizable fields.			

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ATTACHMENT F- Responder Declarations

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- B. Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other VENDOR designed to limit fair or open competition; and
 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- E. Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, the VENDOR will be required to register in a free portal to report diverse spend. Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.
- F. Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
 3. The undersigned must require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

ATTACHMENT F – CONTINUED

Authorized Signature

VENDOR's firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/yyyy): _____

ATTACHMENT G– Affirmative Action Certification

STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

If your proposal to an RFP is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement, and to provide documentation of compliance, if necessary. It is your sole responsibility to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the proposal and to obtain Human Rights certification prior to the execution of the contract. P5 is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your proposal will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the proposals are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. *Proceed to Box C. Include a copy of your Certification with your proposal*
- ☐ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). *Proceed to Box C.*
- ☐ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our proposal will be rejected. *Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)*

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans approved by the federal government, a county, or a municipality must still be received, reviewed and approved by the MDHR before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. *Proceed to BOX C.*

BOX C – For ALL companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building, 625 Roberts Street North
St. Paul, Minnesota 55155

Web: www.humanrights.state.mn.us

Email: compliance.mdhr@state.mn.us

TC Metro: 651-296-5663

Fax: 651-296-9042

Toll Free: 800-657-3704

TTY: 651-296-1283

ATTACHMENT H

Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion

The VENDOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the VENDOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the [TRANSIT SYSTEM LEGAL NAME]. If it is later determined by the [TRANSIT SYSTEM LEGAL NAME] that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the [TRANSIT SYSTEM LEGAL NAME], the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature and Title of Authorized Official

Date

ATTACHMENT I

Conflict of Interest Checklist and Disclosure Form

Purpose of this Checklist. This checklist is provided to assist VENDORS in screening for potential organizational conflicts of interest. The checklist is for the internal use of VENDORS and does not need to be submitted to Metro Bus, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime VENDOR and all proposed Subcontractors.

Checklist is not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. Proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by Metro Bus for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to Metro Bus; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. Metro Bus personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the Contract notwithstanding the potential conflict. Metro Bus personnel may consult with Metro Bus’s Project Manager. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Metro Bus.

Material Representation. Proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. Metro Bus reserves the right to cancel or amend the resulting Contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. Metro Bus recognizes that VENDORS must maintain business relations with other public and private sector entities in order to continue as viable businesses. Metro Bus will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not Metro Bus’s intent to disqualify VENDORS based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to Metro Bus. Metro Bus would seek to disqualify VENDORS only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, Metro Bus must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subdivision 10(a) places limits on Metro Bus’s ability to Contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “VENDOR” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the VENDOR is unable or potentially unable to render impartial assistance or advice to the state; (2) the VENDOR’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the VENDOR has an unfair advantage.

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

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

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

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

_____ Determined that no potential organizational conflict of interest exists.

_____ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

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

Name

Phone

Attachment J - Affidavit of Noncollusion

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

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

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

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

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

Additionally;

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

Company Name

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

Signed

Date

ATTACHMENT K (Page 1 of 2)

Certification Regarding Lobbying

L. LOBBYING RESTRICTIONS

**31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49
C.F.R. part 20**

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd AntiLobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in

FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTACHMENT K (Page 2 of 2)
Certification Regarding Lobbying

_____ Signature of VENDOR 's Authorized Official

_____ Name and Title of VENDOR 's Authorized Official

_____ Date