

**ST. CLOUD METROPOLITAN TRANSIT COMMISSION**

**REQUEST FOR PROPOSAL**

**FINANCIAL MANAGEMENT SOFTWARE**

**ISSUE DATE: JANUARY 15, 2026**

**PROPOSAL DUE DATE: FEBRUARY 25, 2026, 2:00 P.M. CST**



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

**Primary Contact:**

**Gary Korneck**  
**Procurement Manager**  
**[gkorneck@stcloudmtc.com](mailto:gkorneck@stcloudmtc.com)**  
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## 1 Request for Proposal

The St. Cloud Metropolitan Transit Commission, hereinafter referred to as Metro Bus, is seeking agency-wide supportive services from a qualified VENDOR (hereinafter referred to as VENDOR) through this Request for Proposal (RFP). Metro Bus invites proposals from qualified VENDORS for the provision of an integrated enterprise financial management solution to support finance, AR/AP, fixed assets, grant administration, contract management, and other business related functions. The solution will either replace or fully integrate with existing systems to meet Metro Buses operational and federal and state reporting requirements.

**Attachment A** outlines the detailed project scope of work, requirements, and deliverables. This RFP and all identified attachments shall be used by VENDOR to prepare a complete proposal and cost estimate. Failure to follow the instructions and requirements contained herein may result in rejection of the proposal. Metro Bus shall not be responsible for any costs incurred by VENDOR in the preparation or submittal of its proposal.

## 2 Background – Agency/Client Information

### Agency Overview

Metro Bus was created by the Minnesota Legislature in 1969 and operates as an independent political subdivision of the State of Minnesota. Metro Bus provides fixed route and paratransit bus service to the cities of St. Cloud, Sauk Rapids, Waite Park, and Sartell in central Minnesota.

Metro Bus currently operates a fleet of 77 vehicles, employs approximately 140 full-time staff, and manages an annual operating budget of \$20 million, supported primarily through federal and state grant appropriations, with additional local funding from tax levy and passenger fares. In FY2025 the annual capital budget was \$5.5 million. The Finance Department is responsible for all accounting functions and is staffed by four employees. Metro Bus utilizes fund accounting to manage its financial records and reporting requirements.

### Facilities

Metro Bus maintains three primary facilities in support of its operations with future expansion of a fourth facility tentatively scheduled to open in the fall of 2026:

- Operations Center – Primary location of administrative offices, paratransit call center, maintenance shop, and vehicle storage. 665 Franklin Avenue, N.E., St. Cloud, MN 56304
- Transit Center – Multimodal passenger transfer facility located in downtown St. Cloud. 510 1<sup>st</sup> St. South, St. Cloud, MN 56301
- Mobility Training Center – Facility located in downtown St. Cloud featuring a simulated bus environment for training and assessing customer travel readiness. 700 West St. Germain, Suite 100, St. Cloud, MN 56301
- Future Facility – Western Transit Center – Second passenger transfer facility located in the City of Waite Park. 2<sup>nd</sup> Avenue and Sundial Drive, Waite Park, MN 56387

### Current Technology Environment

Metro Bus currently uses multiple software applications to support its business operations:

- Avail Technologies: Provides general ledger, accounts receivable, accounts payable, purchase order issuance, parts inventory tracking, parts & equipment ordering, fleet maintenance, work order generation, and depreciation functions.
- UKG: Used for payroll processing and maintenance employee timekeeping.
- AccuPOS: Point of Sale system. The VENDOR should be able to import sales data from the point of sale system. Metro Bus would be open to looking at another POS solution or continuing to use the existing system. Metro Bus currently has two cash registers at its Transit Center location. Starting in late 2026, we expect to add two additional cash registers at our additional transit station.
- Genfare: Used for fare collection and management.
- MetroNet (Scaleout, LLC): Custom-built system used for fare media tracking, project management, contracts tracking, and customer relations.

While these systems perform essential tasks, they are not fully integrated and require significant manual effort and spreadsheet use at the department level. Metro Bus is seeking to modernize and streamline its operations with a consolidated enterprise solution.

Refer to **TABLE A** for general financial related categories.

TABLE A

Categories	Number of data entries related to the category
Number of funds (revenue sources)	3 (Federal, State & Local Share)
Number of accounts	624
Number of journal entries annually	200
Purchase Orders per year	3500
VENDORS on file	1000
Number of invoices submitted for payment annually	3500
Number of 1099's Issued per Year	25
Number of Invoices/Statements per Month	100

### 3 Project Goals and Needs

The primary goal for this project is to implement a comprehensive enterprise system that will:

- Automate and streamline business processes across departments.
- Reduce reliance on spreadsheets for tracking capital projects, budget availability, grants, and other reporting needs.
- Provide accurate and timely reporting on agency-wide and departmental budgets.
- Support recording and documentation to track expenses against a project or a grant.
- Integrate with existing payroll, timekeeping, fare collection, point of sale, procurement systems and fleet maintenance management systems.

The new system shall provide enhanced functionality for reporting, fixed asset tracking, cash receipting, budget planning, grants management, contract/project accounting, and contract management.

To this end, Metro Bus is seeking a professional services VENDOR:

1. with expertise in the scope of work included in **ATTACHMENT A**.
2. who is collaborative and provides timely, open and ongoing communication to Metro Bus leadership and assigned Project Manager to meet the goals of this project.

Proposals shall illustrate how the VENDOR's approach aligns with each of these project goals and how the VENDOR team has successfully delivered results to similar clients based on the needs for the project.

#### **4 Agency Rights**

Metro Bus reserves the right to cancel this RFP or delay the date and time for submitting proposals at any time prior to the proposal due date. Metro Bus specifically reserves the right to

- 1) reject any or all proposals, without limitation, due to nonconforming, nonresponsive proposals or due to results from a background check,
- 2) reject any provisions identified in a proposal,
- 3) waive any informalities or non-material deviations in a proposal, or 4) to obtain new proposals.

By submitting a proposal, the VENDOR agrees to provide additional information upon request after the proposal is received. If the VENDOR refuses to provide the information upon request, the VENDOR may be disqualified from further consideration.

The responsibility and outcome evaluation of the proposal will be based on the criteria listed below (a – e), in addition to what is noted in this RFP. The submitted proposal shall address the following:

- a) Finance can support and advance the contract.
- b) Ability to meet the services requested.
- c) A satisfactory performance record for providing similar supportive services to other public/government agencies. This will be determined by reference checks for work performed for agencies with similar services such as public transit services or a government agency with multiple applications for daily functions. Prior experience working with public transit agencies will be advantageous.
- d) The necessary organization, experience, knowledge and understanding of the scope of work outlined in **ATTACHEMENT A**.
- e) Compliance with applicable local, state, and federal licensing and tax laws and regulations.

#### **5 Proposal & Project Dates**

The first page of this RFP identifies the date and time that the proposals are due.

Metro Bus anticipates the following schedule (**TABLE B**) for selecting a VENDOR and awarding a contract. It is the intent of Metro Bus to have the notice to proceed for the new VENDOR no later than April 27, 2026.

**TABLE B**

Milestone	Dates / Time Period
RFP Released	January 15, 2026
Last day to submit questions	January 29, 2026
Responses to questions posted	February 5, 2026
Proposal due date	February 25, 2026, by 2:00 PM
Evaluation & Shortlisting	February 26 - March 6, 2026
VENDOR Interviews & Demonstrations	March 9 - March 20, 2026
Final Evaluation & Selection	March 23 – March 27, 2026
Anticipated Contract Award	April 13, 2026
Contract execution and Notice to Proceed (NTP)	April 27, 2026
Contract End Date (One Year from NTP)	April 27, 2027
Warranty Period (refer to <b>ATTACHMENT A</b> )	

## 6 **Proposal Instruction & Submission Requirements**

A VENDOR's proposal will only be accepted as files attached to an email to the RFP Administrator. The subject line on the email shall be **[Name of VENDOR] – PROPOSAL**.

The Administrator for this RFP is:

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

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

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

### 6.1 **Proposal Format**

Proposals must be organized in the following order:

1. **Cover Letter** shall include the company name, address, and the name, email address, and phone number of the primary contact. Cover letters must include a statement agreeing to comply with the contract/purchase order terms and conditions if the proposal is accepted.

The cover letter shall be signed by an officer with authority to sign. An electronic signature is acceptable. The VENDOR's address and state of incorporation shall be shown below the signature.

A proposal from an individual, company, firm, or partnership shall be executed by the individual or by an authorized representative, member, or officer whose capacity shall be stated. (Limit to 1 page – single side)

2. **Company Overview** shall include a history and overview of your firm, including the number of locations in the U. S. and your total number of clients. Provide the legal name of your company and if the company is owned or controlled by a parent company. (Limit to 1 page – single side)
3. **Experience** Provide an overview of your company's overall experience and familiarity with similar projects (Minimum of 3). Correlate the experience of your key individuals who will be assigned to this project with the projects identified. Your company's experience shall be relevant to the requirements, goals and needs described in this RFP. (Limit to 3 pages – single sided).

Illustrate for each project the client, client contact information, budget for the project and any challenges you encountered with the project and how you resolved it.

4. **Subcontracting** Include the company name, key personnel and roles, and a description of the work they will perform.

**Note:** All subcontractor agreements must be reviewed and approved by Metro Bus prior to NTP.

Illustrate the work that the subcontractor will perform on this project. Include a brief summary of the working relationship on similar projects and why you selected them for this project

(Limited to 2 page – single sided). If no subcontractors, these two pages can be used to supplement other information in your proposal.

5. **Organizational Chart** Include an organizational chart, identifying key personnel and their title / role(s) on the project.

The primary contact identified in the cover letter shall be illustrated on the organizational chart. Other Key positions shall also be identified in the organizational chart including who is the project manager and / or client manager. The individual who is accountable for daily communications to Metro Bus and any other key positions needed to deliver the project. Any changes to the organizational chart after selection will require approval by the Metro Bus project manager. (Limited to 1 page – single sided)

If the VENDOR team includes subcontractors, include subcontractors in the organizational chart.

6. **Team Roles & Responsibilities** Each key individual shall have a mini-resume illustrating their role, their qualifications and technical skills and similar experience needed for this project with other clients. This section shall identify who is accountable and responsible for onsite and help desk support (Limited to 1 page – single sided)

7. **Project Approach** Outline your approach to the project, including how your approach aligns with the project's goals and the requirements outlined in the RFP and associated **Attachments**. The narrative must include a description of equipment and services required for successful implementation of the project. (Limited to 5 pages – single sided)

8. **System Implementation Plan (SIP)** As described in **ATTACHMENT A**. (Limited to 10 pages – single sided)

9. **Risk Analysis and Mitigation** Identify any risks and/or challenges associated with the project and your plan to mitigate them.
10. **References** Provide at least 3 professional references, including company name, contact name, email, and phone number, and a brief description of the services provided to that client or professional reference.
11. **Required Attachments and Cost Estimate** As described in this RFP.  
NOTE: Required with Proposal package -- **ATTACHMENT C**

## 6.2 Proposal Expenses

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

## 6.3 Questions Related to the RFP

Questions are **due by the date indicated in TABLE B**. Questions must be emailed to the RFP Administrator by the due date. Questions may not be submitted via other methods of communication or sent to anyone outside of the RFP Administrator.

The subject line shall be **QUESTION – RFP FINANCIAL MANAGEMENT SOFTWARE**

No questions will be accepted beyond the date and time noted. The RFP Administrator will acknowledge receipt of the question(s).

VENDORS are advised that the exact wording of their questions will be publicly posted in the addendum.

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

## 6.4 Response to Questions

Responses to questions will be posted on the Metro Bus website on the date designated in **TABLE B**.

## 6.5 Addendum

Any corrections, changes, or revisions to this RFP will be made only by written addendum, duly numbered, dated, and posted on the Metro Bus website. Addenda may also be transmitted electronically to all prospective VENDORS. Each addendum shall become part of the RFP and will be incorporated into the terms and conditions of any resulting Agreement.

VENDORS must acknowledge receipt and review of all addenda in their proposals. Metro Bus will not be bound by any oral or verbal statements, representations, or clarifications made by employees or representatives of Metro Bus. Only the information contained in this RFP and any written addenda shall be considered legally binding.

## **7 Notice of Award**

It is anticipated that the award of the contract will occur on or before the date designated in **TABLE B**. The contracted VENDOR shall not begin work until an official notice to proceed (NTP) letter has been received, which is tentatively scheduled for the date designated in **TABLE B**.

Metro Bus staff will recommend the contract be awarded to the best value responsible respondent whose proposal is most advantageous to Metro Bus based upon the evaluation criteria listed in **TABLE C**. The award of the contract requires the approval of the St. Cloud Metropolitan Transit Commission Board of Commissioners.

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

## **8 Terms of the Contract**

The contract end date will be one (1) year after NTP with options to extend additional years, at the discretion of Metro Bus, and based on performance. The maximum contract duration is one-year (1) plus four (4), optional 1 - year extensions, for a total of five (5) years, The year starts on the NTP date.

Metro Bus will notify VENDOR 30 days prior to the end of each term if it wishes to exercise the option year.

The charges for service may be increased by up to three percent (3%) for each additional year, subject to the approval of Metro Bus.

## **9 Contract End Date**

The contract end date will be one (1) year after NTP as noted in **TABLE B**.

## **10 Items Required Prior To Award of Contract**

Certificates of Insurance, based on requirements identified in this RFP.

## **11 Items Required to be Submitted After Award of Contract**

Copies of Subcontractor Agreements (if applicable)

## **12 Evaluation of Proposal**

Metro Bus reserves the right to request in-person interviews. Metro Bus also reserves the right to negotiate with a VENDOR who submits a proposal that meets or exceeds the requirements identified in the RFP, provides a competitive price, and has the qualifications, knowledge, and experience to perform the work based on the proposal evaluation criteria.

The VENDOR shall submit any additional information requested by Metro Bus to advance the review and selection. Such information shall be submitted within two (2) working days of receipt of Metro Bus's request. Failure of the VENDOR to provide the requested information may result in the VENDOR's proposal being rejected and the initiation of dialogue with another VENDOR.

Metro Bus shall consider all responsive proposals received. Metro Bus intends to award the project to the VENDOR who is the most responsive based on the evaluation criteria outlined in **TABLE C**.

The proposal will be evaluated by a committee, including Metro Bus staff. Along with what is noted in the RFP, proposals will be evaluated based on the criteria noted in **TABLE C**.

**TABLE C - Evaluation Criteria**

1	Experience	Quality Level	Max Points	Score
	<ul style="list-style-type: none"> <li>• VENDOR demonstrates experience, proficiency, and technical aptitude of public transit requirements to provide and maintain the requested system solution</li> <li>• Skills and competencies of key personnel to perform the work, including technical skills and soft skills, such as customer service, responsiveness, and collaboration.</li> <li>• Proven record of expert performance on past projects.</li> <li>• Past performance of key personnel on similar projects.</li> <li>• Positive feedback from provided references.</li> </ul>			
2	<b>Project Knowledge</b>			
	<ul style="list-style-type: none"> <li>• The VENDOR has demonstrated a thorough understanding of the scope of the project and their role and responsibilities as a business partner with Metro Bus.</li> <li>• VENDOR exhibits confidence and expertise regarding the proposed solution and services.</li> </ul>			
3	<b>Presentation</b>			
	<ul style="list-style-type: none"> <li>• VENDOR is organized and thoroughly responsive to all areas contained in the RFP.</li> </ul>			
4	<b>Price</b>			
	<ul style="list-style-type: none"> <li>• Proposed price appears complete, realistic and cost effective.</li> <li>• Total price represents value for Metro Bus.</li> </ul>			

The quality level will be based on the following scoring method:

### **12.1 Discussion/Evaluation**

After the initial receipt and evaluation of proposals, discussions will be conducted with VENDORS determined to be most responsive, who most closely meet the requirements of the Statement of Work, and who will most likely be considered a candidate for award.

During the evaluation process, negotiation, and selection process, committee members may not disclose information from one Proposer to another. All information provided by each Proposer shall remain confidential after the conclusion of the procurement process to the extent applicable by law.

### **12.2 Interviews**

Metro Bus reserves the right to conduct interviews with one or more of the top ranked VENDORS as part of the evaluation and selection process.

VENDORS may be required to hold a group presentation in person at Metro Bus Operations, or via web conferencing before a final decision is made.

VENDORS identified for further consideration will be personally interviewed by the evaluation committee and may have the opportunity to revise their proposal as a result of these discussions. A second round of scoring may be conducted as a result of these considerations.

### **13 Other Requirements**

**Taxes:** The cost estimate shall be prepared exclusive of applicable taxes. Metro Bus is tax exempt. A copy of Metro Bus's Certificate of Exemption Form will be provided upon request.

Metro Bus may request additional information related to VENDOR's cost estimate during the contract negotiations.

**Disadvantaged-Small Business Enterprise (DBE-SBE):** Since this project is federally funded and this project is DBE-SBE neutral:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of social or economic disadvantages in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

### **14 Protests**

The following Bid Protest Procedures apply to this project.

Interested parties must adhere to the following procedures. A protest will be processed in the time frame and structure specified below.

#### **14.1 Prior to the Proposal Date**

Protests concerning a procurement by the VENDOR or an adversely affected subcontractor must be in writing and received by Metro Bus not less than five (5) working days before proposal due date.

Upon receipt of that protest, the RFP Administrator will determine if the proposal due date should be postponed. If the proposal due date is postponed, Metro Bus will illustrate on their website that a protest has been filed, and that proposal due date is postponed until Metro Bus has issued its decision. Appropriate addenda will be issued rescheduling the proposal due date.

Any protest to Metro Bus may be withdrawn at any time before Metro Bus has issued its decision.

Metro Bus will respond within three (3) working days of receiving the protest, at least generally, to each issue raised in the Protest. If the matter requires further evaluation, the RFP Administrator will notify the protesting party in writing (by email with return receipt of opening email) of the extended review period. The RFP Administrator's decision on any protest will be in writing and is final.

#### **14.2 After Proposal Is Received, During Selection Process**

Protests received after receipt of the proposal on the due date will be considered only if it concerns an issue, procedure, or other matter that could not have been protested by the VENDOR prior to the due date. The protest must be in writing and be received by Metro Bus at least three (3) working days before the award of a contract by Metro Bus.

Upon receipt of the protest, the RFP Administrator will immediately determine if the award of the contract should be postponed. If it is postponed, Metro Bus will notify all VENDORS who provided a proposal that a protest has been filed and that the award of the contract is postponed until Metro Bus has issued its decision.

A protest to Metro Bus may be withdrawn at any time before Metro Bus has issued its decision.

Metro Bus will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the RFP Administrator will notify the protesting party in writing (by email) of the extended review period. The RFP Administrator's decision on any protest will be in writing and is final.

#### **14.3 After Award**

Protests received after an award has been made will be considered only if the concern, an issue, procedure or other matter could not have been protested by the VENDOR after the proposal due date or during the time period of the selection process. The protest must be in writing and received by Metro Bus three (3) working days before the execution of the resulting contract.

Upon receipt of the protest, the RFP Administrator will immediately determine if the execution of the contract should be postponed. If it is postponed, Metro Bus will notify all VENDORS who submitted a proposal that a protest has been filed, and that execution of the contract is postponed until Metro Bus has issued its decision.

A protest to Metro Bus may be withdrawn at any time before Metro Bus has issued its decision.

Metro Bus will respond within three (3) working days of receiving the protest, at least generally, to each material issue raised in the Protest. If the matter requires further evaluation, the RFP Administrator will notify the protesting party in writing (by email) of the extended review period. The RFP Administrator's decision on any protest will be in writing and is final.

#### **14.4 Appeals**

Except as provided above, there are no further administrative appeals available.

In certain circumstances judicial remedies may be available to aggrieved parties.

Metro Bus will consider all written protests made within the timelines stated in this policy. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

- Name, address, and telephone number of protester
- Name of the RFP

- A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information
- A statement of relief requested

VENDORS who wish to file a protest regarding the selection or RFP process shall identify their concern in an email. The subject line of the email shall be (VENDOR NAME) PROTEST – The email shall be sent to:

Gary Korneck, Procurement Manager (gkorneck@stcloudmtc.com).

Validation or confirmation of the receipt of the email shall be done by the protestor.

## **15 Data Practices Act / Trade Secret Information**

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

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

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

## **16 CONTRACT OBLIGATIONS AND REQUIREMENTS**

### **16.1 Contract Obligations**

1. The contents of the RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

2. The contract will bind the VENDOR to furnish and deliver at the bid price, and in accordance with conditions of said accepted proposal and specifications for ninety (90) calendar days after the bid proposal opening.
3. The VENDOR's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by Metro Bus.
4. The VENDOR shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
5. All known Subcontractors to this project must be indicated in the submittal. No subcontract will be construed as making Metro Bus a party of or to such subcontract, or subjecting Metro Bus to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the successful Proposer of liability and obligation under such party's contract with Metro Bus; and despite any such subletting; Metro Bus shall work directly through the successful VENDOR. Subcontractors will be dealt with as workers and representatives of the successful VENDOR.
6. The contract award will not be final until Metro Bus and the successful VENDOR have executed a mutually satisfactory contractual agreement. No project activity may begin prior to the execution of a contractual agreement between the successful VENDOR and Metro Bus.
7. If the successful VENDOR refuses or fails to execute the contract, Metro Bus may award the contract to another VENDOR whose proposals comply with all the requirements of the RFP and any associated addenda.
8. Metro Bus reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.
9. The selected proposal and subsequent contractual agreement must be formally approved by the St. Cloud Metropolitan Transit Commission Board of Commissioners prior to becoming effective.

### **16.2 Single Bid Response**

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

### **16.3 Invoicing**

1. The VENDOR will only submit an invoice as progress payment milestones have been achieved. Progress payment milestones shall be indicated in the approved schedule by Metro Bus. The VENDOR will provide a "percentage complete" status report for the project with each invoice.
2. **Metro Bus will withhold 10% retainage on each invoice.** The total retainage amount from each invoice will be released by Metro Bus after final executed project close-out acceptance.

## 17 CERTIFICATES OF INSURANCE

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

### 1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

### 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.

### 3. Commercial General Liability

Each Occurrence Limit	\$1,000,000
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Personal Injury/Advertising Injury Limit	\$1,000,000
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Products/Completed Operations Aggregate Limit	\$5,000,000
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General Aggregate Limit	\$2,000,000
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(Other than Products/Completed Operations)

Coverage must include a Waiver of Subrogation endorsement.

In the event that rental of equipment is undertaken to complete and/or perform the work, or any other type of personal property is acquired and delivered to the project site, the VENDOR agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to:

1. Theft
2. Fire;
3. Vandalism; and
4. Use by unauthorized persons.

The VENDOR agrees that it shall be solely responsible for such property until it becomes a fixture on the project, or otherwise it is installed and incorporated as a final part of the project.

The VENDOR will maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the project, during any time such personal property is in transit and while stored or worked upon away from the project site. Metro Bus shall be named as additional insured under such insurance.

## **18 Example Contract**

Metro Bus's standard contract terms and conditions are **TBD** in **ATTACHMENT D**.

## **19 Subcontracting**

The VENDOR may subcontract for functions to fulfill the obligations of their proposal. The VENDOR shall identify within their proposal the name and role that subcontractor will provide for the project as well as a description of the work they will perform. All subcontractor agreements must be reviewed and approved by Metro Bus prior to initiation.

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## ATTACHMENT A - Project Scope of Work

The scope of work – ATTACHMENT A – illustrates the requirements and tasks for the project (Scope of Work).

ATTACHMENT B outlines the software specifications.

ATTACHMENT C illustrates the software specifications, and the response required for each from VENDOR.

ATTACHMENT C is a required form to be submitted with the proposal.

### Project Requirements

St. Cloud identifies 12 distinct modules to be addressed within the VENDOR's proposal.

ATTACHMENT A – TABLE 1 outlines each module and whether it is required or just desirable.

Those that are “Required” are mandatory and the VENDORS shall offer the module as part of their base software or add-on.

Modules listed as “Desirable” are those that the agency would like included in this software, but depending on the availability to meet outlined specification functionality and additional costs, the agency may elect not to procure these additional modules/features.

VENDORS do not need to offer or propose on modules listed as desirable to meet the minimum eligibility requirements. However, any module marked “Desirable” shall have the ability to integrate with a third-party data source for that function.

ATTACHMENT A -TABLE 1 (Modules)

General ledger	Required
Accounts payable	Required
Accounts receivable	Required
Reporting	Required
Cash receipting	Desirable
Procurements	Desirable
Requisitions	Desirable
Fixed assets	Required
Budget planning	Desirable
Grant administration	Required
Contract/project accounting	Required
Contract management	Required

### PROJECT IMPLEMENTATION

The VENDOR shall evaluate their approach based on the following tasks and deliverables.

The various steps (tasks), meetings (communications and coordination) and design (plan) requirements are illustrated to minimize the chance of any misunderstandings between the VENDOR and Metro Bus.

## **TASK A - System Implementation Plan**

The VENDOR shall prepare a draft System Implementation Plan (SIP). The draft SIP shall be submitted with the proposal package.

The SIP shall include the following items:

- Detailed implementation activities as assigned by the VENDOR and Metro Bus;
- Project team roles and responsibilities associated with the implementation activities and tasks;
- A detailed schedule which lists each project task, start and end dates for each task, milestone dates, critical path and critical decision dates. Identify any requirements to meet the schedule from Metro Bus staff.
- High level approach and plan to validate testing and acceptance of each system component;
- High level approach and plan for quality assurance and quality control;
- System roll-out plan.

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

An updated SIP will be submitted to Metro Bus at the 1<sup>st</sup> of each month.

## **TASK B – Communication and Coordination**

### **Action Items List**

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

- Action item number;
- Action item title;
- Item priority number;
- Date generated;
- Person assigned with lead resolution responsibility;
- On-going narrative regarding resolution status;
- Current unresolved date;
- Resolved date;
- Item close date.

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

Items shall not be closed unless authorized by Metro Bus.

### **On-going Meetings/Conference Calls**

The VENDOR and Metro Bus staff shall participate in a bi-weekly meeting and/or conference call unless it is determined by both parties that they can be cancelled or shifted to monthly.

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

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

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

All review and design meetings shall include a review of all Metro Bus facilities and the resources available at each facility that may need to be updated to accommodate the new technology

## **TASK C - System Design Review (current)**

### **Gap Analysis**

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

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

### **Requirements Review**

The selected VENDOR shall create a list of Matrix requirements as part of an initial on-site meeting. The VENDOR shall use this Matrix as a list of requirements for conducting the Design Review.

The Requirements Review will focus on the following three (3) areas:

1. Metro Bus's design intent;
2. The VENDORs intended design approach;
3. The VENDORs general approach from demonstration to the acceptance testing process.

## **TASK D - Preliminary Design Documentation**

The VENDOR shall prepare and present a preliminary design document addressing or illustrating the following:

- Conceptual diagram illustrating all elements in the proposed system and data flows between the systems;
- A detailed system network diagram identifying all network intersections and connectivity;
- An overview of the equipment, system, and configuration proposed for implementation;
- Detailed technical documentation for each equipment item;
- Details on servers, workstation, and network infrastructure;
- Detailed technical documentation on all software, including functions of each module;
- Detail on the formatting of all user interface screens;
- Format of all reports;
- The data fields, to be included in all data exchange interfaces and any other software aspects warranting advance agreement with Metro Bus prior to system customization/configuration.

The preliminary design document shall illustrate the need from Metro Bus's resources. The VENDOR shall update the preliminary design document based on Metro Bus's feedback and submit the updated documentation as the final design.

## **TASK E - Final Design Documentation and Review**

The final design document shall include the following materials:

- Updated Preliminary Design incorporating Mero Bus's feedback and comments;
- Final list of equipment to be purchased by the VENDOR;
- Final design and configurations of the system to be installed including all customizations to be made to the systems;

- Matrix table providing cross-references between the requirements and final design
- Any needs from Metro Bus's staff, or facility needs.

The VENDOR will facilitate a final design review meeting ten (10) working days after the final design has been submitted to Metro Bus.

## **TASK F - Installation**

### **Installation General Requirements:**

- The VENDOR shall install and configure the entire system, including any Metro Bus provided computer hardware and integration with existing systems at Metro Bus's main operations center;
- The VENDOR shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies as required for complete installation;
- The VENDOR shall be responsible for its own and its sub-contractor performance and safety;
- Installations shall be performed in accordance with all Federal, State, and local laws and regulations;
- The VENDOR shall supply all network cabling (i.e. – Cat6 or Fiber) necessary to operate system components;
- Existing Metro Bus infrastructure, affected by, or to be integrated into the new system, (i.e. – LAN/WAN networks) shall not be minimal at any time during system implementation;
- The VENDOR shall be authorized to undertake installations only after Metro Bus staff provide approval of a pre-installation inspection for each installation site;
- The VENDOR must document and notify Metro Bus Project Manager of any existing infrastructure that may be affected by the new installation;
- Upon completion, the VENDOR shall be responsible for restoring the condition of any affected existing infrastructure to their pre-installation condition;
- The VENDOR shall be responsible for the security of their equipment prior and during installation.

### **Installation - Planning and Procedures**

The VENDOR shall submit an installation plan for Metro Bus's staff approval prior to undertaking any installations.

The installation plan will illustrate the following (as applicable):

- Equipment installation locations and mounting requirements;
- Anticipated Routing, conductors, color-coding, labeling, power connections, communications and ground circuits;
- Connections/modifications, restorations of any existing facility infrastructure;
- Work area and equipment storage requirements;
- Methods and quality standards;
- Supervision, oversight and quality assurance procedures.

The plan will include a process of pre- and post-installation checklists for tests performed by installers. The installations will not be considered complete until Metro Bus provides sign-off on the pre- and post-installation checklist.

### **Installation (Metro Bus Responsibilities)**

- Metro Bus will provide space for the VENDOR to establish a secure storage areas. (VENDOR will provide details regarding type of equipment and space required for storage);
- Metro Bus will provide facility access and parking (up to 3 parking stalls in close proximity to Metro Bus's facility);
- Metro Bus will provide remote access to relevant virtual networks/servers

- Metro Bus will provide workspace for on-site testing/training and central system installations;
- Metro Bus will provide for all electrical requirements.

## **TASK G - Acceptance Testing**

### **Acceptance Test Procedures**

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

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

The ATP shall clearly address:

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

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

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

1. Installation acceptance test;
2. User acceptance test;
3. Burn-in testing.

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

### **Installation Acceptance Test**

Shall be conducted to demonstrate system functionalities through a test database. Any deficiencies identified during the Installation Acceptance Test shall be resolved before the start of User Acceptance Testing.

### **User Acceptance Test**

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

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

### **Burn-in Test**

The Burn-in test will be performed at a modular level over a thirty (30) day period after completion of the User Acceptance Test. Deficiencies will be corrected before Metro Bus grants final acceptance. During the Burn-in test, Metro Bus staff will record a punch list of identified issues that will be reported to the VENDOR.

Metro Bus will perform data and report audits during the Burn-in test to determine compliance and accuracy with the new system. These issues will be included in the punch list and will be reported to the VENDOR for resolution.

The VENDOR will resolve all issues on the punch list before acceptance will be granted.

### **TASK H - Acceptance Criteria**

The VENDOR will provide written test results documentation after completion of each testing phase. The test results document will authenticate the results of each ATP procedure, and an updated list will be provided by the VENDOR indicating which contract requirements have been established.

The requirements list shall be used as a punch list to track which contract requirements have not yet been established at each stage of testing.

System Acceptance will not be granted until all contract requirements have been formally demonstrated through the Burn-in test. The test results document must be approved by Metro Bus before system acceptance will be granted.

### **TASK I - Documentation (As-Built)**

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

The ABD document shall include:

1. All reference and user manuals for system components, including those components supplied by 3<sup>rd</sup> party VENDORS;
2. All warranty documentation, including components supplies by 3<sup>rd</sup> party VENDORS;
3. The version number of all software and license counts, including those supplies by 3<sup>rd</sup> party VENDORS;
4. A user manual for the system components and other relevant applications;
5. A systems manual documenting the following:
  - The configuration and topology of the central systems hardware and software;
  - Central systems software operations and functions;
  - Scheduled maintenance required for the central systems;
  - Complete Item number listing of all hardware;
  - Database structure and data dictionary.

### **TASK J - Training**

The VENDOR shall provide user training at a minimum:

1. Use of the system components/interfaces;
2. Use of the reporting software;
3. Applications/systems administrators;
4. Basic troubleshooting techniques.

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

1. Course objective;
2. Topics to be covered;
3. Required Metro Bus staff;
4. Number of training classes;
5. Time required for training;
6. Resources required from Metro Bus;
7. Prerequisites for trainees;
8. Evaluation procedures for trainees;
9. All training tools, equipment, training aids, etc.;
10. Training credentials of the instructor(s).

NOTE: VENDORS must provide a sample training plan as part of their proposal.

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

## **TASK K - WARRANTY AND MAINTENANCE SUPPORT**

### **General Criteria**

1. The warranty period for the system shall run concurrently for all system components for **twenty-four (24) months from the date of system acceptance.**
2. The VENDOR shall offer an option to extend the warranty period for additional years for up to five (5) years from the date of system acceptance. VENDORS shall document any differences in the warranty terms for these optional years in their proposal.
3. The VENDOR shall warrant that it has reviewed and evaluated all information furnished by Metro Bus and has made all inquiries necessary such that the Proposer is fully aware of Metro Bus's business requirements and intended uses of system, as set forth or referenced in the Request for Proposal and any Addenda, Amendments or Final Proposal Requests.
4. The VENDOR warrants that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses. The VENDOR warrants that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software and provide Metro Bus with all information necessary to maintain the system.
5. If there is a change in the production configuration of any equipment or software being installed prior to system acceptance, Metro Bus will require that all previously installed equipment and software be upgraded to match the updated configuration.
6. The VENDOR warrants compliance with all applicable laws and regulations relating to the project.
7. The VENDOR warrants that its employees, agents, and subcontractors assigned to perform services under this contract shall have the proper skill, training, and background to perform in a competent and professional manner and that all work will be so performed. Metro Bus reserves the right to remove any subcontractors if their work is deemed incompetent or unprofessional.
8. During the warranty period, the VENDOR will at no cost to Metro Bus, furnish such materials, labor, equipment, software, documentation, services, and incidentals as are necessary to maintain the system in accordance with the warranty.
9. The VENDOR will provide any software updates and patches for the current software version at no cost to Metro Bus during the warranty period.
10. In addition to the foregoing warranties, the VENDOR will assign to Metro Bus, and Metro Bus will have the benefit of any and all Subcontractors', Suppliers', and other VENDORS' warranties and representations with respect to the deliverables provided.

In its agreements with Subcontractors, Suppliers and other VENDORS, the VENDOR will require that such parties:

- Consent to the assignment of such warranties and representations to Metro Bus;
- Agree that such warranties and representations shall be enforceable by Metro Bus in its own name;

- Furnish documentation on the applicable warranties to Metro Bus.

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

### **Warranty Time Period - Customer Support**

Software support during the warranty period shall include:

1. Technical support for all proposed hardware and software, with a 24/7 support line;
2. Licensing, installation, and integration of all released software patches and updates for the proposed solution;
3. Supplementary support in accordance with an agreed-to escalation procedure. (The proposal must define the proposed support escalation procedures);
4. The ability for Metro Bus to view the status of their support request(s) at any time through an online tracking system to be provided by the VENDOR.

### **Warranty Time Period - Follow-up Analysis**

The VENDOR will provide follow-up support every six (6) months during the warranty period:

1. Conduct one (1) week of onsite follow-up analysis at each six (6)-month interval;
2. Deliver a written report for each analysis, detailing system usage and identifying required training or system enhancements.
3. Execute all required system configuration adjustments based on the analysis findings.

The first follow-up support effort shall be completed no earlier than six (6) months but no later than nine (9) months after Final System Acceptance.

### **Task L - Software Maintenance/Upgrades**

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

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

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## ATTACHMENT B– Technical Specifications

### GENERAL SYSTEM REQUIREMENTS

The following requirements apply to the proposed software solution in its entirety, across all modules and services.

**Table B-1: General System Requirements**

General Systems Requirements
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 MnDOT 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.
14. Metro Bus requires 10 simultaneous active user licenses and up to 5 view/approve user licenses.
15. Must be able to integrate with existing software: <ul style="list-style-type: none"><li>Available parts inventory tracking, work order generation, and fleet maintenance.</li><li>UKG - payroll and maintenance employee timekeeping</li><li>AccuPOS – Point of Sale system or recommended, similar program.</li><li>Genfare - fare collection and management.</li></ul>

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## GENERAL LEDGER

Avail is currently used for the general ledger by Metro Bus, who intends to replace their current GL with the new system. The GL is the core or foundation upon which all other modules are built, it must have the following functions:

**Table B-2: General Ledger – Required**

General Ledger-Required
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.

## ACCOUNTS PAYABLE

Avail is currently used for accounts payable and to generate purchase orders for Metro Bus. Metro Bus would like a new system that centralizes VENDOR info and where you can store, scan, and enter invoices, pay VENDORS, manage 1099 info, have bank reconciliation that matches transactions to the GL, pay VENDORS, and streamlines the overall process. The new system will replace Avail and should include the following functions:

**Table B-3: Accounts Payable – Required**

Accounts Payable-Required
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. ACH 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

Avail is currently used for accounts receivable by Metro Bus. Metro Bus would like a new system that allows funds owed to the agency to be tracked, generate invoices, accepts electronic payments, and tracks balances. The new system will replace Avail and should include the following functions:

**Table B-4: Accounts Receivable – Required**

Accounts Receivable-Required
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.

## REPORTING

The current reporting process is cumbersome. It requires Excel data manipulation, and is time-consuming. The following reporting functions are essential to enable each agency to properly evaluate its finances, prepare budgets, and adapt to changing financial circumstances. Reporting functions straightforward, user-friendly, and involve no additional coding or use of proprietary databases to retrieve information. The new system should include the following functions:

**Table B-5: Reporting – Required**

Reporting -Required
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 automatically at specific intervals/dates consistent with 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.

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## CASH RECEIPTING

Metro Bus handles a limited amount of cash, primarily with transit fares on buses and pass sales at the Metro Bus Transit Center ticket window. Dispatchers use two POS terminals that record cash, credit card, and check sales in Avail. The Genfare RPOS system enables Dispatchers to load fare media. Genfare fareboxes are onboard vehicles and emptied weekly. Fare collections are counted two (2) days a week: Tuesdays and Thursdays. Metro Bus is seeking a system that allows for checks and balances to manage the inflow of cash receipts. The new system should include the following functions:

**Table B-6: Cash Receipting – Desirable**

Cash Receipting-Desirable
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.

## PROCUREMENT

Metro Bus currently uses Avail to issue Purchase Orders. The new system would aid in tracking and issuing POs, streamline workflows, and automate approvals. It will replace the current system, and it should include the following functions:

**Table B-7: Procurements – Desirable**

Procurement -Desirable
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

Metro Bus currently uses Avail to prepare requisitions. The new system would aid in tracking and issuing requisitions, streamline workflows, and automate approvals. It will replace the current system, and it should include the following functions:

**Table B-8: Requisitions – Desirable**

Requisitions- Desirable
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

Metro Bus manages assets in Avail but would like the ability to track fixed and rolling assets' lifecycles within the accounting software. A fixed assets module should include the following functions:

**Table B-9: Fixed Assets – Required**

Fixed Assets-Required
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 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

Metro Bus currently plans future budgets in Excel but would like the ability to generate future budgets and scenarios based on previous years through forecasting, with the ability to adjust variables, and disaggregate levels. A budget planning module should include the following functions:

**Table B-10: Budget Planning – Desirable**

Budget Planning-Desirable
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

Metro Bus currently uses a 300-tab Excel spreadsheet to track grants. Metro Bus is heavily funded through state and federal grant programs and is interested in a grant administration module that allows each to track the budget by grant, including grant expenditures and reporting. A grant tracking module should include the following functions:

**Table B-11: Grants Management – Desirable**

Grants Management- Desirable
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

Metro Bus currently does contract/project accounting in Excel but would like the ability to track separate revenues and expenditures by contract, project, grant, etc., and to link contracts to grants and track balances within the accounting software. A contract/project accounting module should include the following functions:

**Table B-12: Contract/Project Accounting – Desirable**

Contract/Project Accounting- Desirable
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 is such that accounts in both systems remain in balance at all times.

## CONTRACT MANAGEMENT

Metro Bus uses an in-house developed system for contract management. They would like to track contract terms and conditions, amounts, deliverables, payment arrangements, and timelines within the accounting software. A contract management module should include the following functions:

**Table B-13: Contract Management – Desirable**

Contract Management-Desirable
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.
7. Automated contract expiration/renewal notifications.

*The remainder of the page is left intentionally blank.*

## 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.			

General Systems Requirements	Full Compliance	Compliant w/ Customizations	Additional Notes
13. Ability to upload documents and assign them to assets, accounts, and budgets.			
14. Metro Bus requires 10 simultaneous active user licenses and up to 5 view/approve user licenses.			
15. Must be able to integrate with the existing software: <ul style="list-style-type: none"> <li>Available parts inventory tracking, ordering, receiving work order generation, and fleet maintenance.</li> <li>UKG - payroll employee timekeeping</li> <li>AccuPOS Point of Sale system. Genfare - fare collection and management.</li> </ul>			

## 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.			

## 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. ACH 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.			

## 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 automatically 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 obtained, major overhaul, and other info needed to report to NTD and in TAM Plan.			

Fixed Assets-Required	Full Compliance	Compliant w/ Customization	Additional Notes
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 inventory			
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 – Required**

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 – Required**

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. Integrates 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 – Required**

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 D -Example Contract**

**TBD**

## ATTACHMENT E -Cost Estimate Template

The Price Proposal (.xls spread sheet) shall be completed and submitted with the proposal package.

### 1. General Requirements

- VENDORS shall complete all applicable fields in the Excel template.
- All costs must be presented in U.S. Dollars.
- Costs must be firm and fixed for the contract term unless otherwise noted.
- Any fields left blank will be considered as included in other costs or not offered at all.

### 2. Cost Breakdown by Year

- **Year 1 (TASKS A - J):** Provide costs to perform these tasks to set up the financial program / software.
- Optional Extension Years (IF APPROVED) (Years 2–5): Provide annual costs to continue the financial program / software for each year (Year 2, Year 3, Year 4 and Year 5).
- Include warranty as a separate line-item cost per **TASK K**.
- Include any Other Items and / or Expenses: Identify any additional anticipated costs (e.g., travel, equipment, or third-party fees). Specify whether these are fixed or estimated.
- Add-Ons: Clearly list any optional modules, features, or services not included in Year 1, with associated pricing.

### 3. Summary & Total Cost

- The Summary sheet must auto-calculate the total cost for Year 1, each Optional Extension Year, and the 5-Year Grand Total.
- VENDORS are responsible for ensuring formulas remain intact. Do not modify or delete calculation formulas.

### 4. Clarifications

- Pricing must be all-inclusive of labor, materials, software, and services required to meet the specifications outlined in this RFP.
- Travel or reimbursable expenses must be shown separately under Other Items & Expenses and must comply with Metro Bus reimbursement policies.
- If offering multiple pricing options (e.g., hosted vs. on-premises), submit a separate Price Proposal workbook for each option.

### 5. Submission Requirements

- The completed Excel spreadsheet shall be submitted with the VENDOR's proposal.
- The file shall be separated from the proposal and labeled as VENDOR (Name) \_ cost estimate.xls
- Proposals received without the completed Excel spreadsheet will be deemed non-responsive.
- Pricing must align with the scope of work illustrated in the RFP and Attachments.

The following summarizes the cells within the excel file that need to be completed and submitted with your proposal package (as a separate document). Note there are multiple tabs within the excel file for Years 2 – 5.

#### SUMMARY TAB

Metro Bus Financial Management Software – Cost Rollup		
Year	Sheet	Grand Total
Year 1	Year 1	\$0.00
(Year 2)	Optional Extension (Year 2)	\$0.00
(Year 3)	Optional Extension (Year 3)	\$0.00
(Year 4)	Optional Extension (Year 4)	\$0.00
(Year 5)	Optional Extension (Year 5)	\$0.00
Other Items and Expenses	Other Items and Expenses	
Add-Ons		
	<b>5-Year Total Cost</b>	<b>\$0.00</b>

REFER TO EXCEL SHEET  
TO POPULATE FOR  
YOUR ESTIMATED  
COSTS FOR THE  
PROJECT

#### YEAR 1 IMPLEMENTATION & DEPLOYMENT TAB

Cost Estimate – Financial Management Software (Metro Bus)				
[Vendor Name]				
Notes				
Category	Description	Unit Cost	Qty	Subtotal
TASKS A - J - YEAR 1	Refer To ATTACHMENT A			\$0.00
WARRANTY - TASK K				\$0.00
Other Items and Expenses (List them)				\$0.00
Add Ons (if applicable) - list individually				
Add On - 1				\$0.00
Add On - 2				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>
Signature of Principal				
Name				
Title				
Date				

#### YEAR 2, YEAR 3, YEAR 4 and YEAR 5 TABS

Assume 1-year software license and support agreement				
Category	Description	Unit Cost	Qty	Subtotal
Annual License (Core Platform)	Required annual software subscription/license			\$0.00
Support & Maintenance (12 months)	Required updates, patches, help desk			\$0.00
Integrations (Enhancements)	As-needed enhancements or new endpoints			\$0.00
Other Items and Expenses				
Add-Ons (Optional)				\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

## 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.

### **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 TC Metro: 651-296-5663 Toll Free: 800-657-3704

St. Paul, Minnesota 55155

Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us) Fax: 651-296-9042 TTY: 651-296-1283

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

## 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 St. Cloud Metropolitan Transit Commission (Metro Bus). If it is later determined by the St. Cloud Metropolitan Transit Commission (Metro Bus) that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the St. Cloud Metropolitan Transit Commission (Metro Bus) 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.

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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 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:

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Signature

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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.

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Name

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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.

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Signed

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Date

## **ATTACHMENT K- 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.

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Signature of VENDOR 's Authorized Official

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Name and Title of VENDOR 's Authorized Official

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Date

## **ATTACHMENT L- Federal Contract Clauses**

### **Cargo Preference Requirements**

**46 U.S.C. 1241**

**46 CFR Part 381**

#### **Applicability to Contracts**

Whenever transporting equipment, materials, or commodities by ocean vessel, must use U.S.-flag vessels for at least 51% of cargo.

#### **Flow Down**

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

#### **Model Clause/Language**

The VENDOR agrees:

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

### **Energy Conservation Requirements**

**42 U.S.C. § 6201; 49 C.F.R. § 622; 26;**

**Best Practices Manual A-41**

#### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

#### **Flow Down**

The Energy Conservation requirements extend to all third-party VENDORs and their contracts at every tier and subrecipients and their sub agreements at every tier.

#### **Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

**Energy Conservation** - The VENDOR 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 (EPCA) (42 U.S.C. § 6201).

The primary goals of EPCA are to increase energy production and supply, reduce energy demand, provide energy efficiency, and give the executive branch additional powers to respond to disruptions in energy supply. Part B of Title III of the EPCA established the Energy Conservation Program, which gives the Department of Energy the "authority to develop, revise, and implement minimum energy conservation standards for appliances and equipment.

**Lobbying**  
**31 U.S.C. 1352**  
**2 C.F.R. 200.450**  
**49 CFR Part 20**

### **Applicability to Contracts**

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 apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant.

### **Mandatory Clause/Language**

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

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

- Lobbying Certification and Disclosure of Lobbying Activities for third party VENDORs are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that VENDORs file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [VENDOR] 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The VENDOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement  
Name

of its certification and disclosure, if any. In addition, the VENDOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of VENDOR 's Authorized Official

\_\_\_\_\_  
Name and Title of VENDOR 's Authorized Official

\_\_\_\_\_  
Date

**Access to Third Party Contract Records**  
**49 U.S.C. s 5325(g);**  
**2 C.F.R. s 200.334 & 200.337;**  
**49 C.F.R. part 633; Best Practices Manual A-3**

**Applicability to Contracts**

Reference Chart “Requirements for Access to Records and Reports by Type of Contracts”

**Flow Down**

FTA does not require the inclusion of these requirements in subcontracts.

**Model Clause/Language**

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

1. **Record Retention.** The VENDOR 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.
2. **Retention Period.** The VENDOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The VENDOR 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.
3. **Access to Records.** The VENDOR agrees to provide sufficient access to FTA and its VENDOR's to inspect and audit records and information related to performance of this contract in accordance with 2 CFR 200.337.
4. **Access to the Sites of Performance.** The VENDOR agrees to permit FTA and its VENDOR's access to the sites of performance under this contract in accordance with 2 CFR 200.337.

FTA does not require the inclusion of these requirements in subcontracts.

## Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to VENDOR	None	None	None	None
b. Contracts above \$100,000/ Capital Projects	None Unless <sup>1</sup> Non competitive award		Yes, if Non competitive award or if funded thru <sup>2</sup> 5307/5309/ 5311	None unless Non competitive award	None unless Non competitive award	None unless Non competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to VENDOR	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/ Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

### Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

### Changes to Federal Requirements

#### 49 CFR Part 18

### Applicability to Contracts

The Federal Changes requirement applies to all contracts.

### Flow Down

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

### Model Clause/Language

Notice to Third Party Participants. The Recipient agrees to include notice in each Third Party Agreement that: (i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and (ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

**No Federal Government Obligations to Third Parties (Use of Disclaimer)**  
**Master Agreements 3(1)**  
**Best Practices Manual A-49**

**Applicability to Contracts**

Applicable to all contracts.

**Flow Down**

Not required by statute or regulation for either primary VENDORs or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**Model Clause/Language**

While no specific language is required, FTA has developed the following language.

**No Obligation by the Federal Government.**

1. The parties 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 Purchaser, VENDOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Notice of FTA and US DOT Inspector General of waste, fraud, abuse**  
**49 U.S.C. 25323(l); 31 U.S.C. s 3801-3812;**  
**18 U.S.C. s 1001; 49 C.F.R. 31;**  
**Best Practices Manual A-54; Master Agreements 4.e**

**Applicability to Contracts**

These requirements are applicable to all contracts.

**Flow Down**

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

**Model Clause/Language**

These requirements have no specified language, so FTA offers the following language.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The VENDOR 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 VENDOR 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 VENDOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the VENDOR to the extent the Federal Government deems appropriate.
2. The VENDOR 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the VENDOR , to the extent the Federal Government deems appropriate.
3. The VENDOR 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.

**Termination**  
**2 C.F.R. § 200.339 and Appendix II (B);**  
**FTA 4220.1F - Best Practices Manual A-69**

### **Applicability to Contracts**

Recipients must include provisions in their contracts and subcontracts that allow for termination for cause and for convenience by the recipient, including the manner by which it will be affected and the basis for settlement.

### **Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000.

### **Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** Metro Bus may terminate this contract, in whole or in part, at any time by written notice to the VENDOR when it is in the Government's best interest. The VENDOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The VENDOR shall promptly submit its termination claim to Metro Bus to be paid the VENDOR. If the VENDOR has any property in its possession belonging to Metro Bus, the VENDOR will account for the same and dispose of it in the manner Metro Bus directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the VENDOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the VENDOR fails to perform in the manner called for in the contract, or if the VENDOR 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 VENDOR setting forth the manner in which the VENDOR is in default. The VENDOR will only be paid 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 VENDOR 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 VENDOR, Metro Bus, after setting up a new delivery of performance schedule, may allow the VENDOR to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** Metro Bus in its sole discretion may, in the case of a termination for breach or default, allow the VENDOR [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 VENDOR fails to remedy to Metro Bus's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by VENDOR 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 VENDOR. Any such termination for default shall not in any way operate to preclude Metro Bus from also pursuing all available remedies against VENDOR and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that Metro Bus elects to waive its remedies for any breach by VENDOR of any covenant, term or condition of this Contract, such waiver by Metro Bus shall not limit Metro Bus's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts)** Metro Bus, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. **Termination for Default (Supplies and Service)** If the VENDOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the VENDOR fails to comply with any other provisions of this contract, Metro Bus may terminate this contract for default. Metro Bus shall terminate by delivering to the VENDOR a Notice of Termination specifying the nature of the default. The VENDOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the VENDOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the VENDOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the VENDOR fails to comply with any other provisions of this contract, Metro Bus may terminate this contract for default. Metro Bus shall terminate by delivering to the VENDOR a Notice of Termination specifying the nature of default. The VENDOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the VENDOR has possession of Recipient goods, the VENDOR shall, upon direction of Metro Bus, protect and preserve the goods until surrendered to the Recipient or its agent. The VENDOR and Metro Bus shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the VENDOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Metro Bus.

- h. **Termination for Default (Construction)** If the VENDOR refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the VENDOR fails to comply with any other provisions of this contract, Metro Bus may terminate this contract for default. Metro Bus shall terminate by delivering to the VENDOR a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The VENDOR and its sureties shall be liable for any damage to the Recipient resulting from the VENDOR 's refusal or failure to complete the work within specified time, whether or not the VENDOR 's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The VENDOR's right to proceed shall not be terminated nor the VENDOR charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the VENDOR .Examples of such causes include: acts of God, acts of the Recipient, acts of another VENDOR in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the VENDOR, within [10] days from the beginning of any delay, notifies Metro Bus in writing of the causes of delay. If in the judgment of Metro Bus, the delay is excusable, the time for completing the work shall be extended. The judgment of Metro Bus shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the VENDOR 's right to proceed, it is determined that the VENDOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. **Termination for Convenience or Default (Architecture and Engineering)** Metro Bus may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the VENDOR to fulfill the contract obligations. Metro Bus shall terminate by delivering to the VENDOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the VENDOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the VENDOR to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the VENDOR shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the VENDOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. **Termination for Convenience of Default (Cost-Type Contracts)** Metro Bus may terminate this contract, or any portion of it, by serving a notice of termination on the VENDOR. The notice shall state whether the termination is for convenience of Metro Bus or for the default of the VENDOR. If the termination is for default, the notice shall state the manner in which the VENDOR has failed to perform the requirements of the contract. The VENDOR shall account for any property in its possession paid for from funds received from Metro Bus, or property supplied to the VENDOR by Metro Bus. If the termination is for default, Metro Bus may fix the fee, if the contract provides for a fee, to be paid the VENDOR in proportion to the value, if any, of work performed up to the time of termination. The VENDOR shall promptly submit its termination claim to Metro Bus and the parties shall negotiate the termination settlement to be paid the VENDOR.

If the termination is for the convenience of Metro Bus, the VENDOR shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Metro Bus determines that the VENDOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the VENDOR, Metro Bus, after setting up a new work schedule, may allow the VENDOR to continue work, or treat the termination as a termination for convenience.

#### **Government-Wide Debarment and Suspension (Nonprocurement)**

**2 C.F.R. § 200.214; 2 C.F.R. § 180; 2 C.F.R. § 1200;**

**E.O. 12549; E.O. 12689; Best Practices Manual A-45**

#### **Background and Applicability**

The regulations in [2 CFR part 180](#) restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Applies to any contract, regardless of tier, that is awarded by a VENDOR subcontractor, supplier, VENDOR, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered nonprocurement transaction and the amount of the contract is expected to equal or exceed \$25,000.

#### **Flow Down**

Recipients, VENDORs, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified.

#### **Model Clause/Language**

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 U.S. 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 any federally assisted Award.

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

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

**Civil Rights Laws and Regulations**  
**52 U.S.C 2000d; 49 C.F.R Part 21**

**Applicability to Contracts**

The following Federal Civil Rights laws and regulations apply to all contracts.

**Flow Down**

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

**Model Clause/Language**

The VENDOR and any sub VENDOR agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C. 2000d, and U.S. DOT regulation "Nondiscrimination in Federal-Assisted Programs of the Department of Transportation - Effectuation of the Title VI of the Civil Rights Act, "49 C.F.R. Part 21 and any implementing requirement FTA may issue.

**Federal Equal Employment Opportunity (EEO) Requirements**

**49 U.S.C. § 5332;**

**Title VII of the Civil Rights Act of 1964;**

**Best Practices Manual A-24**

**Applicability to Contracts**

The EEO Requirements apply to all contracts.

**Model Clause/Language**

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

**Federal Equal Employment Opportunity (EEO) Requirements.**

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 VENDOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Federal Equal Employment Opportunity (EEO) Requirements. This include, but are not limited to:
  - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. §5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 1601 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
3. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party VENDORs must comply with their responsibilities under Title I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

**Resolution of Disputes, Breaches, or Other Litigation**  
**2 C.F.R. 200.326 and Appendix II (A);**  
**Best Practices Manual A-75**

**Applicability to Contracts**

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

**Flow Down**

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

**Model Clauses/Language**

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

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Metro Bus's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the VENDOR mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the VENDOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the VENDOR and the VENDOR shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Metro Bus, VENDOR shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Metro Bus and the VENDOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Metro Bus is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Metro Bus, (Architect) or VENDOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Disadvantaged-Small Business Enterprises (DBE's-SBE's)**  
**49 CFR Part 26**

### **Background and Applicability**

The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE-SBE provisions in subcontracts, evaluating DBE-SBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE-SBE subcontractors.

Additionally, the DBE-SBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE-SBE firms or not.

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

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

### **Clause Language**

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

### **Disadvantaged-Small Business Enterprises**

The successful bidder/offeror will be required to report its DBE-SBE participation obtained through race-neutral means throughout the period of performance.

- a. The VENDOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the VENDOR's receipt of payment for that work from Metro Bus. In addition, the VENDOR may not hold retainage from its subcontractors
- b. The VENDOR must promptly notify Metro Bus whenever a DBE-SBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE-SBE subcontractor to perform at least the same amount of work. The VENDOR may not terminate any DBE-SBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro Bus.
- c. The contractor, sub recipient or subcontractor shall not discriminate on the basis of social or economic disadvantages in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

**For the purpose of this Contract, Metro Bus will accept only DBE's/SBE's who are:**

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)].

**DBE/SBE-Neutral**

This project is DBE-Neutral. No DBE/SBE goal has been set for this project.

All responders are encouraged to include their anticipated DBE/SBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with a DBEN goal.**

**Incorporation of Federal Transit Administration (FTA) Terms**

**FTA Circular 4220.1F**

**Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

**Flow Down**

The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language**

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 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 VENDOR shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause a violation of the FTA terms and conditions.

**Prompt Payment**

**49 CFR 26.29**

**Applicability to Contracts**

Ensures that VENDOR's performing work for satisfactory performance are paid no later than 30 days after work is provided.

**Flow Down**

Applies to subrecipient, VENDOR's and subcontractor's at all tiers.

**Model Clause/Language**

The VENDOR is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work not later than 30 days after the VENDOR's receipt of payment for that work. In addition, the VENDOR is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The VENDOR must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The VENDOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent by the Agency.

### **Prohibition on Certain Telecommunications Equipment**

**Public Law 115-232**  
**2 CFR part 200.216**

#### **Applicability to Contracts**

VENDORs are prohibited from using grant dollars to purchase specified telecommunications equipment or services.

#### **Flow Down**

Applies to subrecipient, VENDORs and subcontractor s at all tiers.

#### **Clause Language:**

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - 1) procure or obtain;
  - 2) extend or renew a contract to procure or obtain; or
  - 3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
  - 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate or such entities).
  - 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 3) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- f) For additional information, see section 889 of Public Law 115-232 and section 200.471.

**Safe Operating of Motor Vehicles - Seat Belt Use and Distracted Driving**

**M.A. Section 34 (a) and (b)**

**E.O. 13043 and 130513**

**Applicability to Contracts**

Requires that VENDOR's drivers wear seat belts and refrain from texting while driving and include a "Seat Belt Use" provision in each third-party agreement related to the Award with the Special Provision of Distracted Driving, including text messaging while driving, in each third-party sub agreement at each tier supported with federal assistance.

**Flow Down**

Applies to subrecipient, VENDORS and subcontractors at all tiers.

**Clause Language:**

**Seat Belt Use.** The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

**Distracted Driving, Including Text Messaging While Driving.** The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (ii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third

party agreements and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party sub agreement at each tier supported with federal assistance.

### **Federal Tax Liability and Recent Felony Convictions**

#### **M.A. Section 4 (g)**

##### **Applicability to Contracts**

Prior to entering into any Third-Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third-Party Participant a certification attesting from third-party that they do not have outstanding federal tax liabilities and have not been convicted of a felony crime in the last 24 months.

##### **Flow Down**

The Recipient agrees to require the VENDOR to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

##### **Clause Language:**

(1) The VENDOR certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

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

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

The VENDOR, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each  
Name

statement of its certification and disclosure, if any. In addition, the VENDOR understands and agrees that the provisions that apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of VENDOR 's Authorized Official

\_\_\_\_\_  
Name and Title of VENDOR 's Authorized Official

\_\_\_\_\_  
Date