



## REQUEST FOR PROPOSAL

### **REQUEST FOR PROPOSAL COMPUTER AIDED DISPATCH (CAD) & AUTOMATIC VEHICLE LOCATOR (AVL) SOFTWARE**

**ISSUE DATE:** APRIL 14, 2025

**PROPOSAL DUE DATE:** MONDAY JUNE 2, 2025

**TIME:** 16:00 CST

**Prepared by:**  
**Arrowhead Transit**  
**Attn: Brandon Nurmi**  
702 3<sup>rd</sup> Avenue South  
Virginia MN 55792



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**INSTRUCTIONS TO VENDOR****1 REQUEST FOR PROPOSAL – AGENCY / CLIENT INFORMATION**

Arrowhead Transit is seeking to replace its existing RouteMatch software with an alternative cloud-based vendor software for CAD/AVL and scheduling technology. Arrowhead Transit desires to have a single vendor to provide dispatch software, installation, and successful deployment of dispatching for their public transit services. This is a multi-year contract (6 years) with year one being installation and deployment and years 2 through 5 being dispatching services. Out years will be contingent on vendors providing services acceptable to Arrowhead Transit.

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

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

**2 BACKGROUND**

Arrowhead operates public transit across 10 counties (Aitkin, Itasca, Koochiching, St. Louis, Lake, Cook, Carlton, Pine, Chisago, and Isanti) in northeastern Minnesota covering an area of 20,525 square miles. Service is provided to and from Duluth but local service within the city is provided by Duluth Transit Authority and not Arrowhead Transit. Arrowhead service includes dial-a-ride across all counties, commuter routes, daily scheduled routes, non-emergency medical transportation, and a volunteer driver program. The days on which routes and services operate, the hours of service, and fares vary by county and service. Refer to Arrowhead Transit website <https://arrowheadtransit.com/county-schedules/> for all 10 county schedules.

In 2023 Arrowhead Transit averaged 1,900 rides per day, operated 101 vehicles in peak, had a fleet of 125 vehicles, carried 494,965 riders, traveled 2,375,616 revenue miles, 149,270 revenue hours, and had \$1,701,339 in yearly system revenue. For this RFP Arrowhead Transit is estimating a 5% growth in ridership per year with similar increases in vehicle revenue miles.

The technology currently used within Arrowhead Transit is noted in **TABLE A**. The purpose of identifying this technology is to provide integration as noted with the new software being procured under this RFP and to indicate what technology is on board the vehicles and which supportive technologies are in the office. Arrowhead transit has multiple firewalls and network security/management hardware. It is expected the selected vendor will work with Arrowhead Transit's information technology department on any port management that is needed.

Arrowhead uses Samsung Galaxy Tab A7 Lite tablets (Model SM-T227U, UI Core Version 5.1.1 – Android 13, 32 GB Storage, 3 GB RAM) on board all vehicles. The intent is to use these tablets with the new CAD/AVL software on each of the 125 vehicles. Cellular service for the tablets is currently provided by Verizon. It is Arrowhead's desire that the CAD/AVL software supplier also supply cellular service. An anticipated 22 dispatcher and staff licenses/user accounts will be needed.

**TABLE A**

Software	Purpose	Integration (Selected software shall link to the software if noted as YES)	Location
RouteMatch	Dispatching and scheduling	Being Replaced as illustrated within this RFP.	Vehicle and Offices
ME MDM	Tablet management software	Driver App must be compatible.	Vehicle
BlackCat	MnDOT grants and reporting	No -- future nice to have	Offices
Square	Credit card software	Yes – for payment processing	Offices

**TABLE B** illustrates the 13 communities where Arrowhead Transit has fleet staged. **TABLE B** also illustrates the number of vehicles per facility. Dispatch is centralized at the Gilbert facility. All training would take place at this location.

**TABLE B**

Community (# of vehicles)
Gilbert (31 cut-away buses)
Grand Rapids (22 cut-away buses)
Two Harbors (5 cut-away buses)
Sandstone (7 cut-away buses)
North Branch (7 cut-away buses)
Cambridge (10 cut-away buses)
Pine City (7 cut-away buses)
Aitkin (2 cut-away buses)
Cook County / Grand Marais (5 cut-away buses)
International Falls (5 cut-away buses)
Hermantown Garage and Car Wash / Storage (7 cut-away buses)
Carlton (7 cut-away buses)
Hibbing (7 cut-away buses)

## 2.1 PROJECT GOALS

The project goals are:

- Modernize service delivery
- Implement optimization
- Improve technology reliability
- Improve customer experience
- Improve data reporting

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

To meet these goals Arrowhead identifies the following objectives:

- Enhance communication with passengers about trip information and real-time updates. This includes modernizing how trip information is communicated to customers through various methods such as a mobile app with live vehicle tracking, SMS notifications, and through Interactive-Voice-Response (IVR).
- Provide easy use for passengers to make trip reservations and cancellations by offering an intuitive mobile application.
- Reduce the time dispatchers allocate for scheduling trips manually using an optimization algorithm that is customizable to the service mode and location.
- Streamline scheduling for deviation requests and incorporation of deviation trips in the driver-facing app.
- Streamline or eliminate time consuming, manual entered tasks or data for analysis and reporting.
- Provide reliable and on-time service to customers via accurate travel time predictions. To achieve this, parameters must be set at the passenger level for load times and service type. On-time performance goals are set at 90%. The software is expected to construct realistic vehicle travel time estimates that include predictive and real-time traffic.
- Resolve issues effectively and in a timely manner with reliable support from the vendor.

### 3 AGENCY RIGHTS

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

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

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

**4 PROPOSAL & PROJECT DATES**

Arrowhead Transit anticipates the following schedule (**TABLE C**) for selecting a vendor and awarding a contract. It is the intent of Arrowhead Transit to have the new software fully deployed no later than October 31, 2025.

**TABLE C**

RFP and Project Major Milestone Activities	Date
Advertise and release RFP	April 14, 2025
Last day to submit questions	May 12, 2025
Response to questions posted (Addendum)	May 16, 2025
Proposal due date	June 2, 2025
Interviews	Week of June 9, 2025
Short Listed vendor demonstrations.	Week of June 23, 2025 (anticipated)
Contract execution and notice to proceed	Anticipated by July 14 2025
Go Live date (CAD/AVL Software)	October 31, 2025
Final Acceptance	December 31, 2025

**4.1 PROPOSAL SUBMISSION**

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

The Administrator for this RFP is:

Colette Hanson  
Assistant Director – Arrowhead Transit  
702 3rd Ave South  
Virginia, MN 55792  
218-735-6814  
[colette.hanson@aeoa.org](mailto:colette.hanson@aeoa.org)

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

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

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

**4.2 SIGNATURE**

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

**4.3 QUESTIONS RELATED TO THE RFP**

Per **TABLE C**, questions are only allowed to be submitted by Email to the RFP Administrator. The subject line shall be **QUESTION – RFP CAD/AVL SOFTWARE**. No questions will be accepted beyond the date and time noted. The person submitting the question will be responsible for its delivery. The RFP Administrator will acknowledge receipt of the question(s) and responses will be provided within an addendum posted on the Arrowhead Transit Website <https://arrowheadtransit.com/request-for-proposal-dispatch-software-upgrade-2025>

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

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

**4.4 RESPONSE TO QUESTIONS**

Responses to questions will be posted on the **Arrowhead Transit Website** <https://arrowheadtransit.com/request-for-proposal-dispatch-software-upgrade-2025> on the date specified within **TABLE C**.

**4.5 ADDENDUM**

Any corrections or changes to this RFP will be made by written addendum only, duly numbered, dated, issued, and posted on the Arrowhead Transit website. <https://arrowheadtransit.com/request-for-proposal-dispatch-software-upgrade-2025>

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

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

**4.6 SELECTION PROCESS**

Arrowhead Transit will select the vendor based on a 3-step process. First reviewing the proposals and scoring, shortlisting vendors for a virtual interview and a demonstration from the top vendors with validation of their software based on Arrowhead Transit's data. Further information related to this demonstration will be noted to firms identified to proceed to Step 3. Refer also to **Section 6.0**



#### 4.2 NOTICE OF AWARD

**TABLE C** identifies the time period anticipated for the award of the contract. The contracted vendor shall not begin work until an official notice to proceed letter has been received, anticipated a short time after award.

#### 4.8 SUBSTANTIAL COMPLETION

**TABLE C** illustrates when substantial completion shall occur for the project. Substantial completion is defined as the go-live deployment of dispatching software.

#### 4.9 FINAL COMPLETION

Full deployment (final acceptance) shall be completed, according to **TABLE C**. Dispatching technology and software deployment is defined as Arrowhead Transit having a dispatching system in place that is functioning per the RFP requirements.

#### 4.3 SERVICE PERIOD

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

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

### 5 PROPOSAL REQUIREMENTS

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

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

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

#### 5.1 PROPOSAL FORMAT

1. Cover Letter (as described above) (**NOT INCLUDED IN PAGE COUNT**)
2. Company overview.
3. Team resumes / organizational structure (including key individuals and identifying the primary contact for Arrowhead Transit.)
4. Approach to deliver dispatch software:
  - Include how the approach aligns with requirements of specifications.
  - Include how the approach aligns with the schedule.
  - Include how the approach achieves the goals for the project.

5. Identify any risks and / or challenges associated with this project. List of how you will mitigate those risks.
6. Company / Team Background as it relates directly to similar (referenced) projects. Including an overview of each project, identify the client, contract cost and how it correlates too the scope of this project. (minimum of 3).
7. Listing of all clients within the last five years similar in the service size area for Arrowhead transit, with 10 counties and is similar in context (Rural)
8. Listing of References. (minimum of 3) (agency/owner/client contact name, email and phone number, size of agency (number of buses, ridership, service area).
9. Project Schedule, including the time period for software 100% deployment (**NOT INCLUDED IN PAGE COUNT**)
10. Required Attachment D (**NOT INCLUDED IN PAGE COUNT**)
11. Required forms (as described above and further in the RFP).

#### 5.2 ITEMS REQUIRED PRIOR TO AWARD OF CONTRACT

- Certificates of Insurance, based on requirements identified in **Attachment F**.

#### 5.3 ITEMS REQUIRED TO BE SUBMITTED AFTER AWARD OF CONTRACT

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

### 6 EVALUATION OF PROPOSAL, STEP PROCESS FOR SELECTION

As noted earlier, Arrowhead Transit will require interviews, based on those vendors who are top scorers based on the criteria noted in **TABLE D** and are responsive and responsible to the requirements of this RFP.

**TABLE D**

<b>1</b>	<b>Best Price</b>	<b>30%</b>
<b>2</b>	<b>Documents Submitted by Vendor</b>	<b>20%</b>
<b>3</b>	<b>Past Materials and Supplies   Experience</b>	<b>15%</b>
<b>4</b>	<b>Quality of Product   Technology</b>	<b>20%</b>
<b>5</b>	<b>Customer Service</b>	<b>10%</b>
<b>6</b>	<b>Timing   Schedule</b>	<b>5%</b>
	<b>TOTAL</b>	<b>100%</b>

After reviewing the proposal Arrowhead Transit reserves the right to request further information from the vendors. Each vendor shall be responsive to this request and respond within two working days for further information or clarity to Arrowhead Transit's requests. Failure of the vendor to provide requested information may result in the vendor being rejected to continue in the selectin process.

Further evaluation will occur after the interviews, where Arrowhead Transit will request a presentation by shortlisted vendors. The presentation and validation of the software will require use of Arrowhead Transit's data and information. The goal is to validate that the software aligns with the requirements in this RFP.

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This multi-step selection process is framed around meeting or exceeding the requirements identified in the RFP, providing a competitive price to Arrowhead Transit, and selecting a vendor that has the qualifications, experience and knowledge to deliver the requirements of this RFP.

A vendor shall submit any additional information requested by Arrowhead Transit to advance the review and selection of a vendor. Such information shall be submitted within two working days of receipt of Arrowhead Transit's request. Failure of the vendor to provide requested information may result in the proposal being rejected and initiating dialogue with another vendor.

Arrowhead Transit will issue a contract, based on the three-step selection process supported by recommendations from a selection panel. The selection panel will include Arrowhead Transit staff and possibly MnDOT Team members.

### **7** **OTHER REQUIREMENTS**

**Taxes.** The estimate shall be prepared exclusive of applicable taxes.

**Data Interoperability**

Compliance with Mobility Data Interoperability Principles (MDIP) is a desired feature of all technology procurements funded by MnDOT. Vendors should indicate in their proposal if their product complies with the Mobility Data Interoperability Principles, and if it does not comply, how they could comply in the future.

About MDIP: This project is funded by MnDOT revenues. MnDOT supports greater data interoperability in transit technology to allow greater flexibility in technology deployment, to support the easy access of information for transit riders, to improve the quality of data, and to avoid propriety solutions that cause expensive custom integrations and promote vendor lock-in. MnDOT is a co-signer of the [Mobility Data Interoperability Principles](#). These principles read:

- All systems creating, modifying, or consuming [mobility data](#) should be [interoperable](#).
- [Interoperability](#) should be achieved through the development, adoption, and widespread implementation of [open standards](#) that support the efficient exchange and portability of [mobility data](#).
- Transit agencies and other [mobility service providers](#) should have access to tools that present high-quality [mobility data](#) accessibly, equitably, and in real time to assist travelers in meeting their mobility needs.
- Transit agencies, other [mobility service providers](#), and travelers should be able to select the [transportation technology components](#) that best meet their needs.
- All individuals and the public should be empowered through high-quality, well-distributed [mobility data](#) to find, access, and utilize high-quality mobility options that meet their needs as they see fit, while maintaining their privacy.

The vendor shall submit additional information associated to their estimate assumptions within their submitted cost estimate. Arrowhead Transit may request additional information related to the estimate during the selection process and negotiations.

**8 PROTESTS**

A recipient, "alone," must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the [recipient] of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the [recipient] unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction."

The Transit Director will be responsible for any protest initiated by a protesting party concerning its procurement actions in accordance with the following procedures:

1. *Submission of Protest.* The protest must be filed (received) in writing by Arrowhead Transit in accordance with the timing requirements set forth herein, and must include:
  - a. The name, address, phone number and e-mail address of the protestor.
  - b. The project name and solicitation number.

## REQUEST FOR PROPOSAL

- c. A statement of the grounds for the protest or appeal, along with any supporting documentation; and
- d. A statement as to what relief is requested.

The written protest shall be directed to the Transit Director with the word “Protest” clearly marked on the outside of the transmittal envelope. Protests must be submitted to:

Arrowhead Transit  
Attn: Transit Director  
702 3<sup>rd</sup> Ave South  
Virginia, MN 55792

*2. Pre-bid protest.* Any protest regarding a solicitation for a procurement must be filed a minimum of five (5) calendar days prior to the bid opening or proposal due date. Any protest filed after that date which raises issues regarding the solicitation will not be considered by Arrowhead. This type of protest may be based upon a) restrictive specifications, or b) the evaluation procedure, or c) the basis of award, or d) any claim that the solicitation documents or the solicitation process violates applicable Federal or State laws.

*3. Pre-award protest.* All other protests made prior to award must be filed no later than five (5) calendar days after the protesting party knows or should have known the alleged basis of the protest.

*4. Post-award protest.* Any protest regarding the award of the contract must be submitted no later than seven (7) calendar days after the date of award or after the earliest date that the protesting party should have known of the facts giving rise thereto. Any protest regarding the award of a contract filed after that date will not be considered by Arrowhead. Goods obtained or construction and/or services being performed under a protested contract will generally not be suspended pending the resolution of the protest.

The protesting party is required to furnish with its protest, at its sole expense, a Protest Bond in the amount of one thousand dollars (\$1,000). The protest bond shall be in the form of a cashier's check or certified check made payable to Arrowhead Transit. The protest bond shall serve as a guarantee of the validity and accuracy of the protest. If the protest is upheld, the bond shall be returned to the protesting party. If the protest is denied, the bond shall be used by Arrowhead to recover any administrative costs and damages incurred as a result of the protest and/or any resulting delay in the contracting for goods and services which were the subject of the bid.

*5. Arrowhead's response.* A protest submitted in a timely manner shall be reviewed by the Transit Director, who shall consider all facts, technical support, and justification submitted by the protesting party, and within a reasonable period render a written decision on behalf of Arrowhead as to the validity of the protest and the disposition thereof. The Transit Director may request additional information from the protesting party to clarify or support its assertions, in which case such information shall be submitted by the protesting party within seven (7) calendar days following the Transit Director's request.

6. *Request for reconsideration.* If the protesting party disagrees with any decision of the Transit Director, the protesting party may, within five (5) calendar days following receipt of such written decision, appeal the decision in writing to Arrowhead Economic Opportunity Agency's Executive Director, and the final decision shall be reviewed.

The written protest shall be directed to the Executive Director with the word "Request for Reconsideration" clearly marked on the outside of the transmittal envelope. Reconsideration requests must be submitted to:

Arrowhead Economic Opportunity Agency  
Attn: Executive Director  
702 3<sup>rd</sup> Ave South  
Virginia, MN 55792

7. *Decisions by Arrowhead Transit.* When a protest is filed prior to a bid opening, proposal due date or award of a contract, the bid opening, proposal due date or contract award may be postponed until the protest is resolved. Arrowhead has sole discretion to proceed with the procurement process prior to resolution of protest if Arrowhead determines that:

- a. The need for the goods or services is exigent; or
- b. The protest appears vexatious or frivolous; or
- c. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- d. Failure to make a prompt award will otherwise cause harm to Arrowhead Transit, FTA or other affected parties.

## 9 DATA PRACTICES ACT / TRADE SECRET INFORMATION

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

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

trade secret information will not assure protection --- the specific information for which the Vendor claims trade secret protection must be clearly identified as such.

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

#### 10 **EXAMPLE CONTRACT | TERMS AND CONDITIONS**

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

##### **Purchase Order Terms and Conditions.**

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

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

#### 11 **PERFORMANCE BOND**

Arrowhead Transit will not require a performance bond as part of this contract.

#### 12 **CONFLICT OF INTEREST**

Responders shall provide a list of all entities with which it has a relationship that creates or appears to create a conflict of interest. Responders shall complete **Attachment L** and submit this form with the proposal package. **(NOT INCLUDED IN THE PROPOSAL PAGE COUNT)**

#### 13 **SUBCONTRACTING**

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

#### 14 **PROPOSAL CONTENTS CERTIFICATION**

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

#### 15 **CONTINGENCY FEES PROHIBITED**

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

**16 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**Refer to **Attachment K**. Required Form **(NOT INCLUDED IN PROPOSAL PAGE COUNT)***The Remainder of this page is intentionally left blank.*



**ATTACHMENT A - PROJECT SCOPE OF WORK****1. GOALS AND OBJECTIVES**

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

**2. PROJECT OVERVIEW**

Is provided within the background section of this RFP.

**3. SOFTWARE SPECIFICATIONS**

**Attachments B & D** specify the software specifications and reporting requirements.

**4. REQUIREMENTS**

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

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

**5. PROJECT MANAGEMENT**

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

**6. SCHEDULE**

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

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

The schedule shall identify the critical path for the schedule, including any float (available time (days) for slippage in the schedule), and the period(s) for ordering and receiving equipment. Illustrate the duration from the time to initiate software to final deployment, and operation of the software.

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

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

- **Project Kickoff.** (For scheduling purposes, anticipate the kickoff being scheduled in the month of June 2025)

BACKGROUND For the Kickoff Meeting: validating both the vendor and the agency expectations, review the software, schedule for deployment and noting points of contact for both the vendor and the agency. A review of the schedule shall also occur during the kickoff. At the kickoff meeting Arrowhead Transit will provide all applicable policies and guidance documents to support the software.

- **Testing/Demonstration period** (September – October 2025).
- **Vendor validation of operability** (October 2025).
- **On-site training**, train the trainer-style. (November 2025).
- **Demonstrations** to the Arrowhead Transit Team. (November 2025).

#### 7. INVOICING / PAYMENT

Payment is based on monthly invoices for work performed. No payment will be made for pre-work. Any expenses shall be documented and supported with paid receipts.

Invoicing for payment shall be requested as an email attachment to the Transit Director and identified designees.

Each email invoice request shall be identified in the subject line: **Dispatch Software Invoice #.**

#### 8. RETENTION

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

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## 9. ROLES AND RESPONSIBILITIES

**TABLE E** identifies the expectations for both Arrowhead Transit and the selected vendor.

**TABLE E**

Arrowhead Transit	Vendor
<ul style="list-style-type: none"> <li>• Shall provide tablets.</li> <li>• Shall clean up passenger database for migration into new software.</li> <li>• Shall provide the necessary office computers and hardware compatible with the software.</li> <li>• Shall provide Arrowhead Transit rules and policies needed for the vendor to configure the software. (at kickoff meeting)</li> <li>• Shall identify the cell service required to support cell coverage - AT&amp;T FirstNet.</li> <li>• Coordinating with Arrowhead Transit IT Department for any firewall needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Shall migrate existing passenger information databases (RouteMatch) into the selected software.</li> <li>• Shall be responsible for resolving issues.</li> <li>• Shall migrate existing destination and home addresses from the databases (RouteMatch) into the selected software.</li> <li>• Shall be responsible for data accuracy and resolving issues.</li> <li>• Shall configure the software based on Arrowhead Transit rules and policies.</li> <li>• Provide cellular service and SIM cards.</li> <li>• Developing an implementation plan based on various locations of fleet.</li> <li>• Provide training to Arrowhead Transit.</li> </ul>

## 10. FINAL ACCEPTANCE

The final acceptance will occur upon acceptance by Arrowhead Transit for all critical items, including but not limited to Arrowhead Transit verifying successful operations of all deployed and operational dispatching software.

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

## 11. TRAINING

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

## 12. DOCUMENTATION

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

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

**13. MAINTENANCE, SERVICE AGREEMENT**

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

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

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### ATTACHMENT B - SOFTWARE SPECIFICATIONS

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

Project requirements are broken down into nine categories by those that are REQUIRED, STRONGLY DESIRED, and those that are OPTIONAL. Specify the ability to meet each specification by completing the Specification requirement form - **Attachment D and submit with the proposal. (NOT INCLUDED IN THE PROPOSAL PAGE COUNT)**

ADMINISTRATIVE CHARACTERISTICS	
REQUIRED	1. Customer support requests go directly to customer support representative instead of account managers to reduce steps in issue resolution, promote quicker turnaround time and provide better customer support
	2. Support ticket status tracking-ability to track and monitor progress on open support tickets
	3. Customer support covers all system components or software, networking, or APN (Access Point Name) issues.
	4. Customer support availability 24 hour
	5. In-person initial training through deployment, virtual annual follow up training, as well as virtual ongoing training (including major system updates/upgrades) to minimize user errors.
	6. Sandbox Server-access to virtual isolated environment that mirrors the live system and is dedicated for training and testing purposes.
	7. Bi-weekly vendor calls scheduled post-deployment to directly discuss any issues, changes, needs, etc.
	8. Non-proprietary hardware-ability to use market tablets with downloaded software application.
	9. Low-impact software updates-software will note request frequent upgrades of tablets RAM, bandwidth, processor, or other large investment hardware upgrades.
	10. Control over software updates-ability to delay or reschedule updates should the initial planned update time be inconvenient for Arrowhead Transit.
	11. SSO with customizable permissions-Individual logins with information access permissions are determined by assigned roles and/or by individual editable permissions. Administrative permissions allow for the creation/management of user groups. The ability for multi-factor authentication with multiple options for secondary authentication.
	12. Cloud Uptime-Standard history of 99%+ uptime.
	13. Annual reviews of the contract with the vendor to ensure all functions are being used and contract requirements are being met.
	14. Regular mapping updates-ability to manually update static maps and/or integrates open API with automatic map updates.
	15. Third-party integration & open Application Programming Interface (API)-separate by integrated feature-ability to integrate with other relevant transit software platforms as necessary (i.e. MnDOT database reporting, fare collection, mobile ticketing, electronic farebox, maintenance software, trip planning, customer portals, app/web-based customer-facing solutions, etc.) Integration capabilities are necessary for scalability with future transit solutions

ADMINISTRATIVE CHARACTERISTICS	
	16. HIPAA Compliance- software must be HIPAA-compliant
	17. Cybersecurity-the application must meet all cybersecurity standards and requirements outlined by the US Department of Homeland Security.
	18. Locked Tablets-the software app must be capable of running on a locked tablet and still allow for driver interaction with the app.
STRONGLY DESIRED	1. Historical record of schedule changes for auditing-the ability for software to track all changes made to the schedules, who made the changes, and when they were made.
	2. Customizable system branding- customizable colors for background/text, proper contrast, application integration, etc.
	3. c
OPTIONAL	1. Multiple organization access to allow for regional transit or other shared tripped opportunities.

*The Remainder of this page is intentionally blank.*

ROUTING AND SCHEDULING	
REQUIRED	1. Real-time map data-system-based scheduling optimization on real time road and operating conditions
	2. Geocoding-ability for both automatic geocoding and manual override.
	3. Roads map management- Ability to manually identify new roads, closed vs. open roads, closed vs. open intersections, dead end roads, etc. The system adjusts optimization accordingly.
	4. Map and schedule synchronization- the software sends the specific roads used to develop trip schedules/routing, as opposed to the in-vehicle tablet routing to an address independently.
	5. AVL-Display in-service vehicles in real time on dispatch and rider facing maps.
	6. Real-time performance monitoring and calibration-ability to monitor OTP and calibrate/reconcile differences between estimated and actual travel times. Ability to adjust software-produced travel times faster or slower depending on the time of day, day of the week, weather, driver profile, etc.
	7. Global schedule changes-ability to globally adjust specified schedules (i.e. two-hour lates start due to bad weather).
	8. Routing/driving analysis-Comparison/analysis of system routing vs. actually used routes.
	9. Automated scheduling and routing optimization-the system produces suggested results based on a scheduling algorithm and customizable variables. Can apply different settings based on area or run type.
	10. Scheduling conflicts/duplication fix-specifically identified with a quick option to remove them.
	11. Real-time, same day & advance scheduling-ability to assign rides to a defined run at the time of request, for the same day and days in advance (with customizable parameters). Arrowhead allows for standing order trip.
	12. FILO-(First-in-Last-Out) optimization-customizable by passenger demographic (wheelchair, disabled, add-on, or multiple metrics)
	13. Vehicle size and configuration software accounts for vehicle size and capacity when scheduling rides so that it would never over-assign passengers based on seating capacities and configurations.
	14. Filter views-dispatch and scheduling windows can be filtered to show specific runs, vehicles, etc.
	15. Customizable scheduling- Ability to create, customize, and manage breaks (and break locations), out-of-service time, pickup windows, blocking, door-side pickup, group scheduling/group management, run freezing, ride locking/linking, bus anchoring/tethering, etc.
	16. Route Deviation-ability to create deviated routes. Deviation requests are automatically sent to drivers' tablet.
	17. Common Names- System shall be able to assign common names (like Walmart, Post Office, etc.) to locations
	18. Multiple pick-up location at an address- ability to set multiple pick-up locations within a place that has the same address.
	19. Ability to partition subscription services from automatic optimization engine.

ROUTING AND SCHEDULING	
STRONGLY DESIRED	1. Service Zones- must be able to define new service zones and edit existing ones without requiring assistance from the vendor
OPTIONAL	None

DATA AND REPORTING	
REQUIRED	1. Operating statistics reporting-includes tracking/reporting of rides, hours, and miles.
	2. Performance Metrics reporting- includes tracking/reporting of riders per hour, miles per ride, farebox collection, etc.
	3. Passenger database- allows for updating passenger information and address data. When a new passenger is set up the system shall alert the user if there is an existing customer or account entry under the same name or address.
	4. Robust customizable reporting- ability to access raw data, report on any recorded information, and filter information by an identified metric(s) as needed by Arrowhead Transit without the need for the vendor to generate report templates. This included generating ride invoices. As an alternative to raw data access, the system must provide a comprehensive and robust reporting system through a platform such as PowerBI.
	5. Data queuing for no/low connection areas-Information exchange would be uninterrupted when vehicle emerges from a no or low connection area. Manifest updates would be automatic and performed immediately upon connection restoration. Store forward functionality for tablets.
	6. GTFS export-GTFS data export is consumable by and transferable to the software. GTFS information is sufficient for ongoing feeds. Should allow for GTFS – Flex and GTFS – Static.
	7. Data export- Allow export of data/reports to multiple formats (PDF, excel, etc.) for data manipulation, reporting, and sharing outside the application.
	8. Robust reporting- Ability to access raw data create comprehensive customizable reports
	9. Trip data verification- Ability to perform post-trip data verification and easily identify likely verification errors. Ability to manually edit/update trip data after a trip has been completed.
	10. Trip History-Ability to save trip information and display, edit, or duplicate previously scheduled rides; ability to replay past trips using AVL data and reference bus movement data over a specified date, period, location, etc. The system must track all edits made to trips (what, when, and by whom) and generate associated reports.
	11. Data ownership-All data is owned by the transit agency and is securely stored on the vendor's cloud. Data must be retained for at least 7 years and easily obtained by Arrowhead.



DATA AND REPORTING	
STRONGLY DESIRED	1. Data Transfer-Import of existing RouteMatch passenger and destination data into the new platform
	2. GTFS Import-Import of GTFS data into the new platform
OPTIONAL	None

CUSTOMER TRIP PLANNING	
REQUIRED	1. Rider profile customization-Options for: passenger types, suspensions, caretakers/assistants/ attendants, vehicle types, space types, active vs. inactive customer, customer notes, common locations, denials/call back waiting list, etc. Area for entry of dispatcher notes and comments
	2. White label passenger app-A passenger-facing app that can be rebranded with Arrowhead Transit's logo, colors, etc.
	3. Customer app and/or web portal- The ability for customers to request trips (possibly schedule trips depending on vendor offerings), receive bus arrival notifications, track buses in real-time, and confirm or cancel rides. Should be able to set notifications by passengers' preferred notification method (text, voice, email, in app alert). Any customer app or web portal must be usable with a screen reader.
	4. Search filters- Ability to apply multiple filters when searching for customers or trips (by name, common locations, rides, unscheduled rides, billing, etc.)
	5. Automated customer search- The software automatically searches existing customer databases when scheduling and alerts the user to prevent duplication of entry.
	6. Ridership credentialling- The ability for software to flag a customer who is not eligible for a ride or for a trip not within the service rule parameters.
	7. Pick-up window information- Ability to provide scheduled times and estimated times based on real-time data.
	8. Notifications- Automated IVR (Interactive voice response) calls, texts, and emails to customers the night before and at least 5 minutes prior to arrival if the passenger opts in. Passengers must be able to opt in for more than one communication method.
	9. Trip Request times- Ability to schedule based on specific pickup/drop-off times, appointment times, and no earlier than/no later than specifications.
	10. Pick up times- Ability to define the pick-up type (curb-to-curb, door-to-door, etc.) by passenger and trip
	11. No-show management- Ability to manage/respond to no-shows in real time via software and tablets (timer, notifications, etc.)

CUSTOMER TRIP PLANNING	
	12. Semi-clustering- Ability for semi-clustering for shared destination/pickup locations (run optimizer schedules all pick-ups/drop offs at the same time instead of creating multiple additional stops along a run).
	13. Stop ridership adjustment- Must allow operators to adjust the number of passengers picked up at a location.
STRONGLY DESIRED	1. Third Party Payee-The application must be capable of capturing Medicare, Medicaid, and other third-party payee information.
	2. Fare determination- Automatically calculates fare based on fare policy and trip.
	3. Customer policy violation tracking- Ability to customize and actively manage customer violation information, and ability to view during ride scheduling.
OPTIONAL	1. Third Party trip scheduling and management- Ability for third party contract partners to submit ride requests for individuals through an online portal.

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**ATTACHMENT C - REQUIRED REPORTS**

Report	Frequency	Purpose	Variables
Verification Form	Custom Date Range	Data Verification	This report is run and allows the agency to confirm the accuracy of the data based on several variables. Refer to <b>Attachment C TABLE 1</b>
Verified Odometer report	Custom Date Range	Data Verification	By vehicle the garaged location, last odometer reading, last verified date for the odometer reading, Previous odometer and previous verified date. The report must clearly call out those with concerns (Previous odometer is greater than last, extreme mileage differences)
Run Hourly Report	Custom Date Range	Blackcat monthly reporting	By run and hour the ridership broken down by type (Disabled, Adult, Elderly, Child, Student, non-ambulatory), the start and end odometer for the period and total miles.
Monthly Data	Monthly	Blackcat monthly reporting	These reports are by service area. Each report includes the following data broken down by date, run name, driver and bus number: start and end odometer, revenue hours, total miles traveled, revenue service, start and end time, count or riders by type (Disabled, Adult, Elderly, Child, Student, non-ambulatory), total passengers, and ridership broken down by how many individuals paid by each means (cash, pass, ticket, free)
MnDOT Monthly	Monthly		<b>Refer to Attachment C TABLE 2</b>

**Attachment E** identifies further clarity to data fields of information needed for reporting.

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**ATTACHMENT C - TABLE 1**  
**VERIFICATION REPORT VARIABLES.**

Variable	Type
Run Name	Text
Bus	Number
Date	Date
Location of the vehicle	Garage name
Driver	text
Has 1 trip with a passenger count and the other trips have 0 passengers: Probable DAC	Yes/No
Trip completed but not verified.	Yes/No
Same Start and End Odometer	Yes/No
Trip assigned to bus, must be assigned to run	Yes/No
Trip assigned to bus, must be assigned to run. Whole run most likely missing	Yes/No
This trip is completed but not on a bus, look in unscheduled trips for this day	Yes/No
Start Odometer is bigger then the ending odometer	Yes/No
Start Time and End Time are the same	Yes/No
Start time is later then the end time	Yes/No
High Miles (Verified): Run has more then 300 miles.	Yes/No
High Miles (Not Verified): Run has more then 300 miles	Yes/No
Scheduled Run not completed with trips: No passengers and not canceled and no show	Yes/No
Completed Scheduled Run with trips: No passengers and not canceled and no show.	Yes/No
Scheduled Run not completed with trips: With passengers and not canceled and no show	Yes/No
Scheduled Run not completed with trips: With passengers and not canceled and no show and Verified	Yes/No
Z (Maintenance) run not verified	Yes/No
Invalid Run Name	Yes/No

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**ATTACHMENT C-TABLE 2**  
**MONTHLY REQUIRED REPORTING**

Route Name	Passenger Trips	Revenue Miles	Revenue Hours
Aitkin DAR			
Aitkin RD			
Carlton DAR			
Carlton RD			
Chisago DAR			
Chisago RD			
Chisholm			
Cook City			
Ely DAR			
Floodwood			
Grand Marais DAR			
Grand Marais RD			
Grand Rapids DAR			
Grand Rapids RD			
HeadStart			
Hermantown DAR			
Hermantown RD			
Hibbing DAR			
International Falls DAR			
International Falls RD			
Isanti DAR			
Isanti RD			
Maintenance			
Moose DAR			
Mountain Iron			
Phase RD			
Pine DAR			
Pine RD			
Rice Lake			
St Louis			
Two Harbors DAR			
Two Harbors RD			
Virginia DAR			

### ATTACHMENT D – SPECIFICATIONS REQUIREMENT FORM

(Complete Form and Submit with Proposal) – NOT INCLUDED IN PROPOSAL PAGE COUNT

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

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

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

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

REQUIRED	ADMINISTRATIVE CHARACTERISTICS					
	Specification	Yes	No	Add-on	Additional Information	
	1. Customer support requests go directly to customer support representative instead of account managers to reduce steps in issue resolution, promote quicker turnaround time, and provide better customer support					
	2. Support ticket status tracking-ability to track and monitor progress on open support tickets					
	3. Customer support covers all system components or software, networking, or APN (Access Point Name) issues.					
	4. Customer support availability 24 hour.					
	5. In-person initial training through deployment, virtual annual follow up training, as well as virtual ongoing training (including major system updates/upgrades) to minimize user errors.					
	6. Sandbox Server-access to virtual isolated environment that mirrors the live system and is dedicated for training and testing purposes.					
	7. Bi-weekly vendor calls scheduled post-deployment to directly discuss any issues, changes, needs, etc.					
	8. Non-proprietary hardware-ability to use market tablets with downloaded software application.					
	9. Low-impact software updates-software will note request frequent upgrades of tablets RAM, bandwidth, processor, or other large investment hardware upgrades.					
	10. Control over software updates-ability to delay or reschedule updates should the initial planned update time be inconvenient for Arrowhead Transit.					

ADMINISTRATIVE CHARACTERISTICS					
	Specification	Yes	No	Add-on	Additional Information
	11. SSO with customizable permissions-Individual logins with information access permissions are determined by assigned roles and/or by individual editable permissions. Administrative permissions allow for the creation/management of user groups. The ability for multi-factor authentication with multiple options for secondary authentication.				
	12. Cloud Uptime-Standard history of 99%+ uptime.				
	13. Annual reviews of the contract with the vendor to ensure all functions are being used and contract requirements are being met.				
	14. Regular mapping updates-ability to manually update static maps and/or integrates open API with automatic map updates.				
	15. Third-party integration & open Application Programming Interface (API)-separate by integrated feature-ability to integrate with other relevant transit software platforms as necessary (i.e. MnDOT database reporting, fare collection, mobile ticketing, electronic farebox, maintenance software, trip planning, customer portals, app/web-based customer-facing solutions, etc.) Integration capabilities are necessary for scalability with future transit solutions				
	16. HIPAA Compliance- software must be HIPAA-compliant				
	17. Cybersecurity-the application must meet all cybersecurity standards and requirements outlined by the US Department of Homeland Security.				
	18. Locked Tablets-the software app must be capable of running on a locked tablet and still allow for driver interaction with the app.				
STRONGLY DESIRED	1. Historical record of schedule changes for auditing- the ability for software to track all changes made to the schedules, who made the changes, and when they were made.				
	2. Customizable system branding- customizable colors for background/text, proper contrast, application integration, etc.				
	3. Compliant with MnDOT interoperability requirements per Section 7 – Other Requirements				

ADMINISTRATIVE CHARACTERISTICS					
	Specification	Yes	No	Add-on	Additional Information
OPTIONAL	1. Multiple organization access to allow for regional transit or other shared tripped opportunities.				

ROUTING AND SCHEDULING					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. Real-time map data-system-based scheduling optimization on real time road and operating conditions				
	2. Geocoding-ability for both automatic geocoding and manual override.				
	3. Roads map management- Ability to manually identify new roads, closed vs. open roads, closed vs. open intersections, dead end roads, etc. The system adjusts optimization accordingly.				
	4. Map and schedule synchronization- the software sends the specific roads used to develop trip schedules/routing, as opposed to the in-vehicle tablet routing to an address independently.				
	5. AVL-Display in-service vehicles in real time on dispatch and rider facing maps.				
	6. Real-time performance monitoring and calibration-ability to monitor OTP and calibrate/reconcile differences between estimated and actual travel times. Ability to adjust software-produced travel times faster or slower depending on the time of day, day of the week, weather, driver profile, etc.				
	7. Global schedule changes-ability to globally adjust specified schedules (i.e., two-hour late start due to bad weather).				
	8. Routing/driving analysis-Comparison/analysis of system routing vs. actually used routes.				
	9. Automated scheduling and routing optimization-the system produces suggested results based on a scheduling algorithm and customizable variables. Can apply different settings based on area or run type.				
	10. Scheduling conflicts/duplication fix-specifically identified with a quick option to remove them.				
	11. Real-time, same day & advance scheduling-ability to assign rides to a defined run at the time of request, for				



ROUTING AND SCHEDULING					
	Specification	Yes	No	Add-on	Additional Information
	the same day and days in advance (with customizable parameters). Arrowhead allows for standing order trip.				
	12. FILO-(First-in-Last-Out) optimization-customizable by passenger demographic (wheelchair, disabled, add-on, or multiple metrics)				
	13. Vehicle size and configuration software accounts for vehicle size and capacity when scheduling rides so that it would never over-assign passengers based on seating capacities and configurations.				
	14. Filter views-dispatch and scheduling windows can be filtered to show specific runs, vehicles, etc.				
	15. Customizable scheduling- Ability to create, customize, and manage breaks (and break locations), out-of-service time, pickup windows, blocking, door-side pickup, group scheduling/group management, run freezing, ride locking/linking, bus anchoring/tethering, etc.				
	16. Route Deviation-ability to create deviated routes. Deviation requests are automatically sent to drivers' tablet				
	17. Common Names- System shall be able to assign common names (like Walmart, Post Office, etc.) to locations				
	18. Multiple pick-up location at an address- ability to set multiple pick-up locations within a place that has the same address.				
	19. Ability to partition subscription services from automatic optimization engine				
STRONGLY DESIRED	1. Service Zones- must be able to define new service zones and edit existing ones without requiring assistance from the vendor				
OPTIONAL	None				

*The Remainder of this page is intentionally blank.*

DATA AND REPORTING					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. Operating statistics reporting-includes tracking/reporting of rides, hours, and miles.				
	2. Performance Metrics reporting- includes tracking/reporting of riders per hour, miles per ride, farebox collection, etc.				
	3. Passenger database- allows for updating passenger information and address data. When a new passenger is set up the system shall alert the user if there is an existing customer or account entry under the same name or address.				
	4. Robust customizable reporting- ability to access raw data, report on any recorded information, and filter information by an identified metric(s) as needed by Arrowhead Transit without the need for the vendor to generate report templates. This included generating ride invoices. As an alternative to raw data access, the system must provide a comprehensive and robust reporting system through a platform such as PowerBI.				
	5. Data queuing for no/low connection areas-Information exchange would be uninterrupted when vehicle emerges from a no or low connection area. Manifest updates would be automatic and performed immediately upon connection restoration. Store forward functionality for tablets.				
	6. GTFS export-GTFS data export is consumable by and transferable to the software. GTFS information is sufficient for ongoing feeds. Should allow for GTFS – Flex and GTFS – Static.				
	7. Data export- Allow export of data/reports to multiple formats (PDF, excel, etc.) for data manipulation, reporting, and sharing outside the application.				
	8. Robust reporting- Ability to access raw data create comprehensive customizable reports				
	9. Trip data verification- Ability to perform post-trip data verification and easily identify likely verification errors. Ability to manually edit/update trip data after a trip has been completed.				
	10. Trip History-Ability to save trip information and display, edit, or duplicate previously scheduled rides; ability to replay past trips using AVL data and reference bus movement data over a specified date, period, location, etc. The system must track all edits made to trips (what, when, and by whom) and generate associated reports.				

DATA AND REPORTING					
	Specification	Yes	No	Add-on	Additional Information
	11. Data ownership-All data is owned by the transit agency and is securely stored on the vendor's cloud. Data must be retained for at least 7 years and easily obtained by Arrowhead.				
STRONGLY DESIRED	1. Data Transfer-Import of existing RouteMatch passenger and destination data into the new platform				
	2. GTFS Import-Import of GTFS data into the new platform				
OPTIONAL	None				

*The Remainder of this page is intentionally blank.*

CUSTOMER TRIP PLANNING					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. Rider profile customization-Options for: passenger types, suspensions, caretakers/assistants/ attendants, vehicle types, space types, active vs. inactive customer, customer notes, common locations, denials/call back waiting list, etc. Area for entry of dispatcher notes and comments				
	2. White label passenger app-A passenger-facing app that can be rebranded with Arrowhead Transit's logo, colors, etc.				
	3. Customer app and/or web portal- The ability for customers to request trips (possibly schedule trips depending on vendor offerings), receive bus arrival notifications, track buses in real-time, and confirm or cancel rides. Should be able to set notifications by passengers' preferred notification method (text, voice, email, in app alert). Any customer app or web portal must be usable with a screen reader.				
	4. Search filters- Ability to apply multiple filters when searching customers or trips (by name, common locations, rides, unscheduled rides, billing, etc.)				
	5. Automated customer search- The software automatically searches existing customer databases when scheduling and alerts the user to prevent duplication of entry.				
	6. Ridership credentialling- The ability for software to flag a customer who is not eligible for a ride or for a trip not within the service rule parameters.				
	7. Pick-up window information- Ability to provide scheduled times and estimated times based on real-time data.				
	8. Notifications- Automated IVR (Interactive voice response) calls, texts, and emails to customers the night before and at least 5 min prior to arrival if the passenger opts in. Passengers must be able to opt in for more than one communication method.				
	9. Trip Request times- Ability to schedule based on specific pickup/drop-off times, appointment times, and no earlier than/no later than specifications.				
	10. Pick up times- Ability to define the pick-up type (curb-to-curb, door-to-door, etc.) by passenger and trip				
	11. No-show management- Ability to manage/respond to no-shows in real time via software and tablets (timer, notifications, etc.)				

CUSTOMER TRIP PLANNING					
	Specification	Yes	No	Add-on	Additional Information
	12. Semi-clustering- Ability for semi-clustering for shared destination/pickup locations (run optimizer schedules all pick-ups/drop offs at the same time instead of creating multiple additional stops along a run).				
	13. Stop ridership adjustment- Must allow operators to adjust the number of passengers picked up at a location.				
STRONGLY DESIRED	1. Third Party Payee-The application must be capable of capturing Medicare, Medicaid, and other third-party payee information.				
	2. Fare determination- Automatically calculates fare based on fare policy and trip.				
	3. Customer policy violation tracking- Ability to customize and actively manage customer violation information, and ability to view during ride scheduling.				
OPTIONAL	1. Third Party trip scheduling and management- Ability for third party contract partners to submit ride requests for individuals through an online portal.				

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### ATTACHMENT E – REQUIRED REPORTING DATA

This attachment outlines in **Attachment E - TABLE 1** the required reporting data requirements that the selected vendor must be able to provide for agency reporting. The purpose of these reporting obligations is to ensure compliance with agency standards, facilitate performance monitoring, and support decision making.

**Attachment E - TABLE 1**  
**Required Reporting Data**

Name of report	Required Data fields
Run Hourly Report	Date, Begin time, End time, Run Name, Adult, Elderly, Child, Disabled, Non-Ambulatory, Student, Total passengers, Beginning Miles, Ending Miles, Total Miles
Run Report	Date, Run Name, Driver, Bus, Odometer Start, Odometer End, Points, Total Miles, Start Time, End Time, Adult, Elderly, Child, Disabled, Non-Ambulatory, Student, Total Passengers, People that paid in cash, Pass ticketing, Ticket, Free (No Pay)
Verification Report	Name
	Bus
	Date
	Location
	Has 1 trip with a passenger count and the other trips have 0 passengers: Probable DAC
	Trip completed but not verified
	Same Start and End Odometer
	Trip assigned to bus, must be assigned to run
	Trip assigned to bus, must be assigned to run. Whole run most likely missing
	This trip is completed but not on a bus, look in unscheduled trips for this day
	Start Odometer is bigger than the ending odometer
	Start Time and End Time are the same
	Start time is later than the end time
	High Miles (Verified): Run has more than 300 miles
	High Miles (Not Verified): Run has more than 300 miles
	Scheduled Run not completed with trips: No passengers and not canceled and no show
	Completed Scheduled Run with trips: No passengers and not canceled and no show
	Scheduled Run not completed with trips: With passengers and not cancelled and no show
	Scheduled Run not completed with trips: With passengers and not cancelled and no show and verified
	Z (Maintenance) run not verified
	Invalid Run Name

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## ATTACHMENT F – CONTRACT (ARROWHEAD TRANSIT) TERMS & CONDITIONS

If a written Agreement exists between ARROWHEAD TRANSIT and the Vendor which would govern the purchase of the goods and services under this purchase order, such existing written Agreement shall prevail.

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

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

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

**Prompt Payment to Subcontractors:** Vendor shall pay any subcontractor providing goods or services under this contract within ten days of the Vendor's receipt of payment from Arrowhead Transit for undisputed services provided by the subcontractor. Failure to timely pay the subcontractor will subject Vendor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

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

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

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

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

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

ARROWHEAD TRANSIT's failure to fulfill its obligations pursuant to this contract.

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

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

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

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

The following coverages must be included:

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

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

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

The following coverages shall be included:

- Owned, Hired and Non-owned.

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



professional liability insurance minimum limits are as follows:

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

Any deductible will be the sole responsibility of Vendor and may not exceed \$50,000 without the written approval of Arrowhead Transit. If Vendor desires authority from Arrowhead Transit to have a higher deductible amount, Vendor must submit a request, in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current financial statements acceptable to Arrowhead Transit so that Arrowhead Transit can ascertain Vendor's ability to cover the deductible from its own resources. Arrowhead Transit will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

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

**Additional Insurance Conditions:**

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

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

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

**Independent Contractor; Workers' Compensation:** Any and all employees of Vendor, including its

subcontractors, or other persons while engaged in the performance of any work or services required by Vendor under this contract, will not be considered employees of Arrowhead Transit. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party under the Workers' Compensation Act of Minnesota as a consequence of any act or omission on the part of Vendor's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of Arrowhead Transit.

Prior to commencing work under this contract, Vendor must present evidence, acceptable to ARROWHEAD TRANSIT, that Vendor is either in compliance with the requirements of Minnesota Statutes Section §176.182, or is exempt from such requirements. If claiming exemption from such requirements, Vendor must state the specific basis on which it claims exemption. Unless exempt, Vendor must provide Workers' Compensation insurance for all Vendor employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation for all subcontractor employees. Workers' Compensation insurance must be in accordance with the statutory requirements of state of Minnesota, including Coverage B, Employer's Liability, at minimum limits of \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident. Evidence of subcontractor's insurance must be filed with Vendor. If during the course of the contract Vendor becomes eligible for Workers' Compensation insurance, Vendor must comply with the requirements of this section and provide Arrowhead Transit with a COI showing such coverage.

**Termination:** This contract may be immediately terminated or suspended by Arrowhead Transit, at any time, with or without cause, upon written notice to the Vendor. In the event of such termination or suspension, the Vendor will be entitled to payment, determined on a pro rata basis, for services and goods performed or delivered, except for defective work. If such suspension is not lifted within 90 days from the notice of suspension, Vendor may terminate this contract by providing Arrowhead Transit with a written notice of such termination.

In the event Arrowhead Transit cannot or does not obtain funding from the State, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and goods contained herein, this contract may be immediately terminated or suspended, at Arrowhead Transit option, by written notice of termination or suspension delivered in person, by email with 'read receipt', mail or facsimile to Vendor at the address specified in this contract. Arrowhead Transit will not be obligated to pay for any services and goods provided by Vendor after such notice of termination. If this contract is suspended for lack of funding, Arrowhead Transit will not be obligated to pay for any services and goods provided by Vendor after the date of suspension unless or until such suspension is lifted. If such suspension is not lifted within 90 days of such notice of suspension, Vendor may terminate this contract by providing Arrowhead Transit with a written notice of such termination.

**Disputes, Interpretation of Agreement and Venue:** This contract is subject to the laws of the State of Minnesota. Any litigation related to this Agreement will be venued in Duluth 6th Judicial District, State of Minnesota.

Arrowhead Transit Authorized Representative will be the initial interpreter of the requirements of this contract and will judge the acceptability of the work hereunder. Claims, disputes, and other matters relating to the acceptability of the work will be referred to in writing to Arrowhead Transit's Authorized Representative, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each such claim, dispute or other matter must be delivered by Arrowhead Transit's Authorized Representative within 30 days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to Arrowhead Transit's Authorized Representative within 45 days of each such occurrence, unless Arrowhead Transit's Authorized Representative allows an additional period of time to ascertain more accurate data. Vendor will continue

to perform while any such claim or dispute is pending.

The rendering of a decision by Arrowhead Transit's Authorized Representative will be a condition precedent to Vendor's exercise of such rights and remedies as it may have under this contract or at law in respect to any claim, dispute, or other matter.

**Non-Discrimination:** Vendor will not discriminate against any employee or applicant for employment for work performed under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance, and will take affirmative steps to ensure that all applicants are hired and all employees are treated during employment without such discrimination.

**Prevailing Wage:** If this contract involves labor for construction, remodeling, demolition, repair or renovation of a public building, roads or other public work, Vendor must pay prevailing wages pursuant to State Statutes. **(Not Applicable).**

**Affirmative Action:** For contracts in excess of \$100,000.00, Vendor certifies that it is either in compliance with or exempt from the requirements of Minnesota Statutes Section §363A.36. Vendor certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive Order Number 11246 as amended by Executive Order Number 11375. Accordingly, 49 Code of Federal Regulations Part 21 (including its appendices) and 23 Code of Federal Regulations Part 200 will be applicable.

1. If the Contract exceeds \$100,000.00 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then Vendor must comply with the requirements of Minnesota Statutes §363A.36 and Minnesota Rules part 5000.3400 – 5000.3600. A Vendor covered by Minnesota Statutes §363A.36 because it employed more than 40 full-time employees in another state and that does not have a certificate compliance, certifies that it is in compliance with federal affirmative action requirements.
  - A. Minnesota Statutes §363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate may be voided.
  - B. Minnesota Rules 5000.3400–5000.3600 implements Minnesota Statutes §363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400–5000.3600 including, but not limited to, parts 5000.3420–5000.3500 and 5000.3552–5000.3559.
  - C. Vendor must comply with the following affirmative action requirements for disabled workers:
    - (1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to

## REQUEST FOR PROPOSAL

employ, advance in employment and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(2) Vendor will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section §363A.36 and the rules of relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) Vendor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

(5) Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section §363A.36 or the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

D. The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by State of Minnesota.

E. Vendor hereby certifies that Vendor is following the requirements of Minnesota Statutes §363A.36 and Minnesota Rules parts 5000.3400–5000.3600 and is aware of the consequences for non-compliance.

**Equal Pay:** Incorporation of Equal Pay Requirements, If a contract based upon this RFP or any modification of the contract **exceeds a value of \$500,000**, the provisions of Minnesota Statutes chapter 363A.44 will be incorporated into said contract or modification. The referenced provisions relate to contractor / Vendor requirements for equal pay certification. Copies of the referenced provisions are available upon request from the RFP Administrator. Copies may also be accessed at the following internet web site: Minnesota Statutes chapter 363A.44: [www.revisor.leg.state.mn.us/stats/363A/44.html](http://www.revisor.leg.state.mn.us/stats/363A/44.html)

Equal Pay Certificate of Compliance for Public Contracts The provisions of this section apply only if the amount of the contract exceeds \$500,000. Under the provisions of Minnesota Statutes chapter 363A.44, the Agencies may not accept a bid or bid for over \$500,000 from any business having more than forty (40) full-time employees in Minnesota or in the state where the business has its primary place of business on a single working day during the previous twelve (12) months from the due date of this solicitation, unless that business has an equal pay certificate or it has certified in writing that it is exempt. Arrowhead Transit will not execute a contract for over \$500,000 with any business having more than forty (40) full-time employees in Minnesota or in the state where the business has its primary place of business on a single working day during the previous twelve (12) months from the

## REQUEST FOR PROPOSAL

due date of this solicitation, unless that business has an equal pay certificate, evidenced by a Certificate of Equal Pay. A certificate is valid for 4 years. To ensure compliance with this statute, Vendors must submit with their bid EITHER:

a copy of the Vendor's currently effective Equal Pay Certificate of Compliance issued by the Minnesota Department of Human Rights;

**OR**

an Equal Pay Certification Statement (see Attachment to the Bid Instructions: Equal Pay Certification Statement) with information which indicates that the Agencies can accept the Vendor's bid. Failure to submit one of these documents along with the bid may result in the bid being rejected and returned to the Vendor without further consideration. Vendors are advised that Arrowhead Transit may verify representations made by a Vendor in any Equal Pay Certification Statement which is submitted. If a Vendor submits an Equal Pay verification for approval of the Minnesota Commissioner of Human Rights in order to qualify for acceptance of its bid by the Agencies and becomes the selected vendor, the Agencies will not execute the contract for services until the Vendor has actually been issued an Equal Pay Certificate from the Minnesota Department of Human Rights. Arrowhead Transit is under no obligation to delay the award and execution of a contract until a Vendor has obtained an Equal Pay Certificate. It is the sole responsibility of a Vendor to apply for and obtain an Equal Pay Certificate prior to contract award and execution.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub grants of \$100,000 or more, the Vendor shall provide to Arrowhead Transit a certification 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.

**Debarment Certifications:**

**Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.** Vendor certifies that neither it nor its principals is presently debarred or suspended by State, or any of its departments, commissions, agencies, or political subdivisions. Vendor's certification is a material representation upon which the award of this contract was based. Vendor must provide immediate written notice to Arrowhead Transit's Authorized Representative if at any time Vendor learns that this certification was erroneous when submitted or becomes erroneous by reasons of changed circumstances. Refer to **Attachment K**.

**Commented [DB1]:** OTAT Procurement team - provide this certificate - we will add as an attachment – we know it is over \$100k

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**Certification Regarding Debarment and Suspension.** Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, this contract is a covered transaction for the purposes of 49 Code of Federal Regulations (CFR) Part 29. As such, Vendor is required to verify that none of Vendor, its principles (as defined by 49 CFR 29.995) or affiliates (as defined by 49 CFR 29.905) are excluded or disqualified as defined by 49 CFR 29.940 and 29.945.

Vendor is required to comply with 49 CFR, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction it enters into. By signing and submitting this contract, Vendor certifies, as follows:

The certification in this clause is a material representation of fact relied upon by Arrowhead Transit. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to remedies available to Arrowhead Transit, the State and/or Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. Vendor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this contract. Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## ATTACHMENT G – PRICE PROPOSAL FORM | ESTIMATE OF COSTS

The following tables, (**TABLES 1, 2 & 3**) provided in the excel file must be completed and submitted as a separate document from the proposal (as an .xls document & as a .pdf document). Additional supportive documentation can be included in your submitted cost estimate package.

This price proposal form is for evaluation purposes and subject to change during negotiations with the selected vendor.

Proposers shall not modify the excel price proposal form and identified TABS in the file. If proposals need to provide information on any details not covered by this form, they may do so under a separate sheet or note in the comment sections provided.

### Future Costs

Arrowhead Transit team acknowledges that service levels change and that there are impacts to the services provided by the selected vendor. To assist Arrowhead Transit knowing the impacts of these potential impacts and costs, indicate how the impact affects annual service costs in **TABLE 1**. This should be illustrated by noting a percentage increase or a dollar value that factors in the service element. This chart is noted in the excel file, Tab Future Costs.

**ATTACHMENT G TABLE 1  
FUTURE COSTS**

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

COMMENTS:

**Year 1 Service & Implementation**

Year 1 & Implementation Price Proposal Form, noted in the excel file, TAB – “Year 1 Service” includes initial costs to purchase, set up and deploy the software. Year 1 also includes one year of software and year one license.

**TABLE 2** illustrates line items, to identify your costs. Should a line item not be applicable to your software illustrate “**Not Offered**” into the units, unit costs, and total and annual costs cells in the excel file. If a proposer is working with a third-party vendor for a solution, identify that it is offered from a third-party entity, in the comments section.

**Software** –as noted in this RFP, Arrowhead Transit requires a cloud-based third-party hosting solution. All third-party hosting costs borne by Arrowhead Transit must be included in the base software costs.

**Item 1** - Base software: Dispatch, Reservation, Scheduling, Reporting, AVL - Software solution onto 22 workstations and user licenses.

**Item 2** - Deviated fixed route – a solution that allows Arrowhead Transit to create and manage their deviated fixed routes within the software

**Item 3** - Operator App – Software for tablet application that provides manifest and turn-by-turn directions.

**Item 4** - Notifications, Interactive Voice Response (IVR). The software solution for an IVR system with the capabilities to call or send text messages the day before and at the end of the service. Assumes 20,000 calls or texts sent monthly.

**Item 5** - Passenger portal. A mobile app or web-based solution that allows customers to book trips, manage their rides, and track where their vehicle is.

**Item 6** - Mobile payment. A solution that allows an individual to pay for their trip via their mobile phone or through the web-based portal app.

**Item 7** - White Label App. A passenger-facing app that can be rebranded with Arrowhead Transit’s logo, colors, etc.

**Item 8** - Test Server. A virtual isolated environment that mirrors the live system and is dedicated for training and testing purposes.

**Item 9** - Third-Party Trip Scheduling/Management.

**Item 10** – Other, Identify any other supportive services offered if not included in any of the other priced line items.

**Implementation** Descriptions of line Item(s).

**Item 11** - Direct on-site – supplemental costs associated with user assessment, installation, database conversion, etc., must be included in the software prices. Direct on-site costs are the labor and associated travel costs (not associated with training). This includes;

- Set-up – initial on-boarding and set-up costs.
- Data Conversion & acquisition – to migrate in customer and address information from the current system.



- Training – all labor, materials, and travel costs associated with required training. At a minimum, the cost of training should include in-person classroom training for 10 individuals. Training should include initial training prior to the software going live, and additional training (minimum of 20 hours) 6 months after deployment to ensure the technology is being used properly and to allow staff time to acclimate themselves with it. Conform to other requirements for training within this RFP.

**Item 12** – Other, Identify any other implementation costs. Note any comments as needed to add clarity to any other costs.

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TABLE 3 shall be completed for costs beyond Year One.

**ATTACHMENT G – TABLE 3**  
**Beyond Year 1 - Service Annual Costs**

SERVICE ANNUAL FEES					
Annual Fees	Year 2	Year 3	Year 4	Year 5	Year 6
1. Base Software: Demand Response Dispatch, Reservation, Scheduling, Reporting, and AVL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Deviated Fixed Route scheduling and management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Operator App (vehicle Operator App)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Passenger Portal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Notifications/Interactive Voice Response (IVR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Mobile Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. White Label Application for trip booking and management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Test Server	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Third-Party Trip Scheduling/Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10. Other - Please specify	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Annual Cost Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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## ATTACHMENT H – ALLOWABLE EXPENSE REIMBURSEMENT

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

**Travel Status**

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

**Restrictions**

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

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

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

- Arrowhead Transit will not pay travel for any employee outside the United States.
- Any individual using air travel shall use domestic airlines for travel.

## ATTACHMENT I – 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 J – EQUAL PAY CERTIFICATION STATEMENT****Only Submit if your price is in excess of \$500,000.****STATE OF MINNESOTA – EQUAL PAY CERTIFICATE**

If your contract could be in excess of \$500,000, complete and submit this form with your signed contract. **It is your sole responsibility to provide the information requested and, when necessary, to obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document to MnDOT's contract administrator when returning your signed contract for MnDOT signatures.** Contact MDHR with questions at 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay), or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**Option A –** If you have employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the applicable box below:

- ☐ Attached is our current MDHR Equal Pay Certificate  
☐ Attached is MDHR's confirmation of our Equal Pay Certificate application

**Option B –** If you have not employed more than 40 full-time employees on any single working day in one state during the previous 12 months, check the box below:

- ☐ We are exempt. We agree that we will submit to MDHR within five business days of contract execution, the names of our employees during the previous 12 months, date of separation (if applicable), and the state in which the persons were employed.

Documentation should be sent to: [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us)

The State of Minnesota reserves the right to request additional information from you. If you are unable to check any of the preceding boxes, please contact MDHR to avoid the Commissioner taking action to void your contract.

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any contract with you for any false information provided.

\_\_\_\_\_  
Authorized Signature Printed Name Title

\_\_\_\_\_  
Organization MN/FED Tax ID# Date

\_\_\_\_\_  
Issuing Entity Project # or Lease Address

**ATTACHMENT K - CERTIFICATION OF PRIMARY VENDOR REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department, State department, or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT L - CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM****CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM**

**Purpose of this Checklist.** This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, 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 Contractor 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 MnDOT 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 MnDOT; 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. MnDOT Contract Management 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. MnDOT Contract Management personnel may consult with MnDOT's Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

**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. MnDOT 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.** MnDOT recognizes that proposer's must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT's intent to disqualify proposers 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 MnDOT. MnDOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on Organizational Conflicts of Interest.

**Statutory Guidance.** Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies 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.

**Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering.** The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides "A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest".



**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 MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT 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 proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

(CSS Reviewed 8/10/2011)

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**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**

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

\_\_\_\_\_ Determined that no potential organizational conflict of interest exists.

\_\_\_\_\_ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

Discuss with Brandon Nurmi not MnDOT contract personnel.