

METROPOLITAN COUNCIL
Notice of Request for Proposals (RFP) for
METRO TRANSIT MOBILE APP
Contract Number 15P029

The Metropolitan Council is soliciting proposals for the developing and support of a Metro Transit mobile app for IOS and Android. The anticipated schedule for this procurement is as follows:

Issue Date	April 15, 2015
Questions Due	April 29, 2015 at 5:00pm CST
Proposal Due Date	May 13, 2015 at 5:00pm CST
Award Date	June 2015

[Click Here](#) to view and download the RFP documents. The RFP may be viewed on-line at no charge and downloaded for a non-refundable cost of \$10.00. Input QuestCDN eBidDoc™ #3849901 on the website's Project Search page. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in downloading and working with the digital documents.

Questions concerning the content of the RFP documents may be directed to:

Pamela Marszalek
RFP Administrator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101
Phone: 651-602-1573
Pamela.marszalek@metc.state.mn.us

**REQUEST FOR PROPOSALS
FOR
METRO TRANSIT MOBILE APP**

Contract Number: 15P029

Issue Date: April 22, 2015

Proposals Due: May 20, 2015 at 5:00 PM CST

Pamela Marszalek
RFP Administrator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101
Phone: 651-602-1573
Pamela.marszalek@metc.state.mn.us
TTY: (651) 229-3760



TABLE OF CONTENTS

TABLE OF CONTENTS	3
INSTRUCTIONS FOR PREPARATION OF PROPOSALS	4
1. REQUEST FOR PROPOSALS	4
2. COUNCIL RIGHTS	4
3. PROJECT TIME FRAME	4
4. BACKGROUND	5
5. RFP ADMINISTRATOR; PROPOSAL QUESTIONS; ADDENDA	6
6. PROPOSAL FORMAT	6
7. SUBMISSIONS OF PROPOSALS	6
8. ITEMS REQUIRED TO BE SUBMITTED WITH THE PROPOSAL.....	7
9. [RESERVED - THIS SECTION IS UNUSED IN THIS RFP]	7
10. WITHDRAWAL OR MODIFICATION OF PROPOSALS.....	7
11. PROPOSAL EVALUATION CRITERIA; CONTRACT AWARD.....	7
12. [RESERVED - THIS SECTION IS UNUSED IN THIS RFP].....	8
13. PROTESTS	8
14. DATA PRACTICES ACT	8
15. FORM OF CONTRACT.....	9
16. INCORPORATION OF AFFIRMATIVE ACTION REQUIREMENTS.....	9
17. CERTIFICATE OF COMPLIANCE FOR PUBLIC CONTRACTS	9
18. SUBCONTRACTING	10
19. CERTIFICATION OF NON-DEBARMENT (FTA OR PFA FUNDING)	10
20. LOBBYING RESTRICTION CERTIFICATION (FTA OR PFA FUNDING)	10
21. [RESERVED - THIS SECTION IS UNUSED IN THIS RFP].....	11
LIST OF ATTACHMENTS TO PROPOSAL INSTRUCTIONS.....	12
1. SCOPE OF WORK.....	1-1
2. PROTESTS FOR PROCUREMENT \$25,000 AND OVER.....	2-1
3. SAMPLE PROFESSIONAL AND TECHNICAL SERVICES CONTRACT	3-1
4. AFFIRMATIVE ACTION CERTIFICATION STATEMENT.....	4-1
5. SUBCONTRACTOR INFORMATION FORM.....	5-1
6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.....	7-1
7. LOBBYING RESTRICTION CERTIFICATION.....	8-1
8. DISADVANTAGED BUSINESS ENTERPRISE INFORMATION AND CERTIFICATIONS	Error! Bookmark not defined.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

1. REQUEST FOR PROPOSALS

In this Request for Proposals (RFP), the Metropolitan Council (Council) is soliciting proposals for the following services: Develop and Support of a Metro Transit mobile app for IOS and Android. The specific services requested in this RFP are detailed in *Attachment to the Proposal Instructions: Scope of Work*.

Failure to follow these instructions and requirements may result in the rejection or disrating of your proposal. The Council is not responsible for any costs incurred by prospective proposers (Proposers) in the preparation and presentation of their proposals.

2. COUNCIL RIGHTS

The Council reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. No Proposer shall have a right to make a claim against the Council in the event the Council accepts a proposal or does not accept any or all proposals. The Council by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The Council will evaluate Proposers for responsibility. The responsibility evaluation will be based on the criteria listed below (a – i). By submitting a proposal, the Proposer agrees to provide additional information, upon request, with respect to the listed criteria. If the proposer refuses to provide the information upon request, it may be disqualified from further consideration:

- (a) Financial resources adequate to perform the contract, or the ability to obtain them;
- (b) Ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) A satisfactory performance record;
- (d) A satisfactory record of integrity and business ethics;
- (e) The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them;
- (f) Compliance with applicable licensing and tax laws and regulations;
- (g) The necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- (h) Compliance with Affirmative Action and Disadvantaged Business Program requirements; and
- (i) Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

3. PROJECT TIME FRAME

Project Milestone	Tentative Completion Date
Issue Date	April 22, 2015
Questions Due	May 6, 2015 at 5:00pm CST
Proposal Due Date	May 20, 2015 at 5:00pm CST
Award Date	July 2015

Completion dates for the project milestones in this section are tentative only and are subject to modification by the Council.

4. BACKGROUND

The Metropolitan Council is the regional agency of government for the Twin Cities metropolitan area. Centered on the cities of Minneapolis and Saint Paul, the area is made up of the seven counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington.

The metro area is home to 2.9 million people (2012) in 7 counties and 188 cities and townships, encompassing nearly 3,000 square miles.

Created by the Minnesota Legislature in 1967, the Council fosters efficient and economic growth for a prosperous metropolitan region. The Council partners with local governments to coordinate the orderly development of the metro area, and provides innovative, efficient regional services that benefit from economies of scale.

The Council's governing board has 17 members, appointed by the governor. Sixteen members represent geographic districts of roughly equal population across the region. The Council chair, the 17th member, serves at large.

The Council's planning, investments, and services help provide the foundations for regional economic vitality.

The Council partners with communities and the public in planning for the region's future growth. It develops plans for regional transportation, wastewater and park systems that provide the framework for the comprehensive land use plans of local governments.

The Council makes strategic investments in a growing network of bus and rail transitways, and awards grants to support transit-oriented development to increase transportation choices, expand housing and living options, and foster economic activity. The Council also plans and funds acquisition and development of a world-class system of regional parks and trails.

Metro Transit, an operating division of the Council, carries more than 80 million bus and rail passengers each year, and wins awards for innovation and energy efficiency.

The Council collects and treats wastewater at rates 40% lower than those charged by peer regions, and regularly wins state and national awards for environmental achievements.

Through its Metropolitan Housing and Redevelopment Authority, the Council provides affordable housing opportunities for low- and moderate-income individuals and families.

The work of the Council is organized into four major divisions:

- Metro Transit – Bus, light rail, and commuter rail development and operations.
- Metropolitan Transportation Services – Regional transportation planning, Metro Mobility services, dial-a-ride transit, and contracted transit services.
- Environmental Services – Wastewater treatment, water supply and water quality.
- Community Development – Regional parks and natural resources, research and regional policy, local planning assistance, Livable Communities grant program, and Metropolitan Housing and Redevelopment Authority.

This RFP is being issued for the Metro Transit Division of the Metropolitan Council. The Metropolitan Council is the contracting body.

5. RFP ADMINISTRATOR; PROPOSAL QUESTIONS; ADDENDA

The RFP Administrator for this Request for Proposals is:

Pamela Marszalek
Phone: 651-602-1573
Pamela.marszalek@metc.state.mn.us
TTY: (651) 229-3760

All questions regarding this RFP are to be directed only to the RFP Administrator. **Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of the Council other than the RFP Administrator during the proposal process.**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Scope of Work, or other RFP documents, or finds discrepancies in or omissions from the specifications, the person may submit to the RFP Administrator a written request for an interpretation or correction by **April 29, 2015. Only written requests will be accepted.** The person submitting the request will be responsible for its prompt delivery. Legible fax transmissions of written requests and e-mailed questions are acceptable. If the RFP Administrator elects to answer any questions, all RFP recipients will receive a written response.

Any corrections or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document at the address provided by the recipient.

6. PROPOSAL FORMAT

- A. Proposals must be submitted on 8-1/2" x 11" size paper and should be typed. **One (1) unbound original and four (4) photocopies of the proposal are required.** The Council encourages the use of recycled paper for proposals.
- B. All proposals must be clearly marked "Metro Transit Mobile App" as well as include the name and address of the Proposer.

Acknowledgment of receipt, by number, of each RFP addendum, if any, must be included with the proposal.

7. SUBMISSIONS OF PROPOSALS

All proposals must be addressed as follows:

Pamela Marszalek
Metropolitan Council
Proposal for "Metro Transit Mobile App" enclosed
390 North Robert Street
St. Paul, MN 55101

Proposals must be **physically delivered** to the offices of the Council, at the above address by the date and time indicated in section 3. Proposals received after the specified time and date may not be considered, at the Council's discretion.

If proposals are sent by U.S. mail or other delivery service, it is wholly the responsibility of the Proposer to ensure that the proposal package is properly addressed and physically delivered on time.

The submission of a proposal shall constitute an acknowledgment upon which the Council may rely that the Proposer has thoroughly examined and is familiar with the RFP, the attachments (including the Scope of Work and the Sample Contract), the addenda (if any), and work sites as applicable, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions

dealing with or related to the services to be provided. The failure or neglect of a Proposer to do so shall in no way relieve the Proposer from any obligations with respect to the proposal or the contract issued as a result of this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments (including the Scope of Work), addenda (if any), work sites, statutes, regulations, ordinances or resolutions.

8. ITEMS REQUIRED TO BE SUBMITTED WITH THE PROPOSAL

Items listed in this section must accompany your proposal. If any required item is omitted, the proposal may be found non-responsive and will not receive further consideration. See the referenced sections for additional details on some requirements.

- A statement of qualifications and relevant firm experience.
- A detailed work plan addressing each of the tasks in the Scope of Work.
- A detailed price proposal executed by an officer of the proposing firm.
- If the amount of the proposal exceeds \$100,000, **either**: 1) a currently-effective Affirmative Action Certificate of Compliance, **or** 2) Affirmative Action Certification Statement (section 17)
- If the amount of the proposal exceeds \$500,000, **either**: 1) a currently effective Equal Pay Certificate of Compliance, **or** 2) Equal Pay Certification Statement (section 23).
- Subcontractor Information Form (section 18)
- If the amount of the proposal exceeds \$25,000, a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (section 19)
- If the amount of the proposal is equal to, or exceeds \$100,000, a Lobbying Restriction Certification (section 20)

9. [RESERVED - THIS SECTION IS UNUSED IN THIS RFP]

10. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Each proposal shall constitute a binding, irrevocable offer for a period of 120 days after the date the proposals are due. Proposals which have been submitted to the Council may be withdrawn by the Proposer only if a written withdrawal request is **physically received** by the RFP Administrator in person, by mail, or by facsimile prior to the time proposals are due. Proposals which are timely withdrawn shall be returned to the Proposer unopened.

A Proposer may submit a modified proposal prior to the time proposals are due. A modified proposal must be **physically received** by the RFP Administrator prior to the time proposals are due. If a modified proposal is timely submitted, the Council shall deem a previous proposal submitted by the Proposer to have been withdrawn and the previous proposal shall be returned to the Proposer unopened.

11. PROPOSAL EVALUATION CRITERIA; CONTRACT AWARD

Proposals will be evaluated by an Evaluation Panel to assess the Proposer's likelihood of successfully accomplishing the prospective project.

The Evaluation Panel will consider all the material submitted by the Proposer and other information the Evaluation Panel may obtain to determine whether the Proposer is capable of and has a history of successfully completing projects of this type including, without limitation, additional information the Evaluation Panel may request, interviews or oral presentations.

Proposals will be evaluated on the basis of the following criteria. **The Evaluation Panel will consider the trade-off between proposal price and the other evaluation criteria in determining the proposal which is most advantageous to the Council.**

Ranking	Evaluation Criteria
1	The quality of the proposal including, without limitation, its completeness in addressing the requirements of this RFP and Scope of Work, the work plan and schedule submitted as a part of the proposal, and demonstrated grasp of the work required for this project.
2	The qualifications of the proposer including, without limitation, general qualifications, specialized qualifications and professional competence in areas directly related to this RFP, and successful completion of similar projects.
3	The experience of the Proposer on similar projects with the Council or with others including, without limitation, any references provided by the Proposer.
The price of the proposal. Price will be approximately equal in importance to a combination of all other criteria shown above.	

The Evaluation Panel will review, analyze, and evaluate all proposals based on the Evaluation Criteria.

If required by Council procedures, the Evaluation Panel will determine and recommend to the Council through the appropriate committee which proposal, in its opinion, represents the most advantageous offer to the Council. The committee will review the findings and recommendations of the Evaluation Panel, and forward them along with any of its own comments, findings and recommendations to the Council for action. The Council may make its own findings and determinations.

A determination will be made as to which proposal, if any, is **most advantageous to the Council**, by considering the evaluations of the proposals, the best value to the Council, and the best interests of the Council.

If a proposal is accepted and award is authorized, in accordance with the Council's policies and procedures, a contract for the work will be executed. Until authorization of the award and execution of the contract, the Council has no obligation for the cost associated with any work performed.

12. [RESERVED - THIS SECTION IS UNUSED IN THIS RFP]

13. PROTESTS

Proposers who wish to file a protest regarding the RFP process shall conform in all respects to the Council's Protest Procedure. (*See Attachment to the Proposal Instructions: Protests for Procurements \$25,000 and Over.*) All protests must be addressed to the RFP Administrator at the address indicated in section 5.

14. DATA PRACTICES ACT

The Minnesota Government Data Practices Act provides that the names of proposers are public once the proposals are opened. With the exception of trade secret information as defined in Minnesota Statutes, section 13.37, all other information submitted by a Proposer in response to this RFP becomes public at the times specified in the act 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 Proposer; (2) that is the subject of efforts by the Proposer 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 Proposer claims protection as trade secret information in accordance with the above provisions must be limited and set apart in the RFP response on separate pages, with a heading that identifies the information as trade secret information. The Council 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 Proposer's identification of it as trade secret information. **Proposers are advised that blanket-type identification by designating whole pages or sections as containing trade secret information will not assure protection --- the specific information for which the Proposer claims trade secret protection must be clearly identified as such.**

Submitted proposals shall not be copyrighted. A statement by the Proposer that submitted information is copyrighted or otherwise protected does not prevent public access to the information contained in the RFP response.

15. FORM OF CONTRACT

A copy of the standard Council contract for professional/technical services is attached to this RFP as Attachment to the Proposal Instructions: Sample Professional/Technical Service Contract. The standard contract outlines various legal and administrative duties and responsibilities assumed by persons or organizations contracting with the Council. **The successful Proposer will be expected to execute this contract.**

16. INCORPORATION OF AFFIRMATIVE ACTION REQUIREMENTS

If a contract based upon this RFP or any modification of the contract exceeds a value of \$100,000, the provisions of Minnesota Statutes, section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600 will be incorporated into said contract or modification. The referenced provisions relate to contractor requirements for affirmative action plans for minority individuals, women, and disabled individuals. Copies of the referenced provisions are available upon request from the RFP Administrator. Copies may also be accessed at the following internet web sites:

- Minnesota Statutes, section 473.144: www.revisor.leg.state.mn.us/stats/473/144.html
- Minnesota Rules, parts 5000.3400 - .3600: www.revisor.leg.state.mn.us/arule/5000/

17. CERTIFICATE OF COMPLIANCE FOR PUBLIC CONTRACTS

The provisions of this section 17 apply only if the amount of the proposal exceeds \$100,000. Under the provisions of Minnesota Statutes section 473.144, the Council may not accept a bid or proposal for over \$100,000 from any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has submitted an affirmative action plan to the Minnesota Commissioner of Human Rights for approval. The Council may not execute a contract for over \$100,000 with any business having more than forty (40) full-time employees in Minnesota on a single working day during the previous twelve (12) months, unless that business has an approved affirmative action plan, evidenced by a Certificate of Compliance from the Minnesota Department of Human Rights. A certificate is valid for 2 years. In addition, for any business which did not have more than forty (40) full-time employees in Minnesota, but which had more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state in which it has its primary place of business, the Council may not execute a contract with such a business unless the business has an approved affirmative action plan, evidenced by a Certificate of Compliance from the Minnesota Department of Human Rights, or the business certifies to the Council that the business is in compliance with federal affirmative action requirements.

To ensure compliance with this statute, Proposers must submit with their proposal **EITHER:**

- A. a copy of the Proposer's currently effective affirmative action Certificate of Compliance issued by the Minnesota Department of Human Rights; OR
- B. an Affirmative Action Certification Statement (see Attachment to the Proposal Instructions: Affirmative Action Certification Statement) with information which indicates that the Council can accept the Proposer's proposal.

Failure to submit one of these documents along with the proposal may result in the proposal being rejected and returned to the Proposer without further consideration. Proposers are advised that the Council may verify representations made by a Proposer in any Affirmative Action Certification Statement which is submitted.

If a Proposer submits an Affirmative Action Plan for approval of the Minnesota Commissioner of Human Rights in order to qualify for acceptance of its proposal by the Council and becomes the selected vendor, the Council will not execute the contract for services until the Proposer has actually been issued a Certificate of Compliance from the Minnesota Department of Human Rights. The Council is under no obligation to delay the award and execution of a contract until a Proposer has completed the human rights certification process. It is the sole responsibility of a Proposer to apply for and obtain a human rights certificate prior to contract award and execution.

18. SUBCONTRACTING

Proposers may subcontract for functions to fulfill the obligations of their proposal. All Proposers **MUST** complete and include the attached Subcontractor Information Form with their proposal, even if no subcontractors are proposed to be used on this project. If the required Subcontractor Information Form is not submitted, the proposal may be found to be non-responsive and will not receive further consideration.

Proposers must indicate on the form either:

- A. that no subcontractors will be used on this project; or
- B. the name, address, and telephone number of a) each subcontractor proposed to be used on the project AND b) each subcontractor who submitted a bid or quote for the project but was not selected by the Proposer.

Proposers must also complete and execute the certification on page two of the form. (See *Attachment to the Proposal Instructions: Subcontractor Information Form.*)

19. CERTIFICATION OF NON-DEBARMENT (FTA OR PFA FUNDING)

The provisions of this section 19 apply only if the amount of the proposal exceeds \$25,000.

Proposers must sign and submit with their proposals the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion attached to this RFP. If the required Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form is not submitted, the proposal may be found to be non-responsive and will not receive further consideration.

20. LOBBYING RESTRICTION CERTIFICATION (FTA OR PFA FUNDING)

The provisions of this section 20 apply only if the amount of the proposal is equal to, or exceeds \$100,000.

The Proposer must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), and 49 CFR part 20, which provide restrictions on lobbying with federally-appropriated funds and impose disclosure requirements for lobbying with non-federal funds. The Lobbying Restriction Certification attached to this RFP must be completed and submitted with proposals equal to or exceeding \$100,000. If the required Lobbying Restriction Certification Form is not submitted, the proposal may be found to be non-responsive and will not receive further consideration.

The certification and disclosures are material representations of fact upon which the Council will rely in awarding the contract. Upon award of any subcontracts or supply contracts equal to or exceeding \$100,000 under the contract, the successful proposer will be required to obtain the same certification from its subcontractors and suppliers and forward the certification and any disclosures to the Council.

21. [RESERVED - THIS SECTION IS UNUSED IN THIS RFP]

22. 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, section 6 will be incorporated into said contract or modification. The referenced provisions relate to contractor 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

23. EQUAL PAY CERTIFICATE OF COMPLIANCE FOR PUBLIC CONTRACTS

The provisions of this section 23 apply only if the amount of the proposal exceeds \$500,000.

Under the provisions of Minnesota Statutes chapter 363A.44, the Council may not accept a bid or proposal 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. The Council may 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 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, Proposers must submit with their proposal **EITHER:**

1. a copy of the Proposer's currently effective Equal Pay Certificate of Compliance issued by the Minnesota Department of Human Rights; OR
2. an Equal Pay Certification Statement (see Attachment to the Proposal Instructions: Equal Pay Certification Statement) with information which indicates that the Council can accept the Proposer's proposal.

Failure to submit one of these documents along with the proposal may result in the proposal being rejected and returned to the Proposer without further consideration. Proposers are advised that the Council may verify representations made by a Proposer in any Equal Pay Certification Statement which is submitted.

If a Proposer submits an Equal Pay verification for approval of the Minnesota Commissioner of Human Rights in order to qualify for acceptance of its proposal by the Council and becomes the selected vendor, the Council will not execute the contract for services until the Proposer has actually been issued an Equal Pay Certificate from the Minnesota Department of Human Rights. The Council is under no obligation to delay the award and execution of a contract until a Proposer has obtained an Equal Pay Certificate. It is the sole responsibility of a Proposer to apply for and obtain an Equal Pay Certificate prior to contract award and execution.

LIST OF ATTACHMENTS TO PROPOSAL INSTRUCTIONS

Attachment Number	Title	Section Reference
1	Scope of Work	1
2	Protests for Procurement \$25,000 and Over	13
3	Sample Professional/Technical Services Contract	15
4	Affirmative Action Certification Statement	17
5	Equal Pay Certification Statement	23
6	Subcontractor Information Form	18
7	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	19
8	Lobbying Restriction Certification	20

1. SCOPE OF WORK

(See Proposal Instructions, section 1, for further information)

Contract Number: 15P029

Project Name: Metro Transit Mobile App

BACKGROUND & PURPOSE

Metro Transit wishes to offer a fully featured smartphone app in order meet the technology expectations of current customers, attract new customers, increase ridership, and improve customer service. These applications will use and interface with data and services already in use for Metro Transit's website and internal applications.

The iPhone and Android phone applications will have capabilities that transit customers will use to effectively use Metro Transit's transportation services. The contractor will work with Metro Transit to design and implement the applications and make them available to the public for free via the Apple iTunes App Store and Google Play Store.

This Scope of Work specifies efforts for the successful contractor to perform technical services to create and build mobile applications for the Apple and Android operating systems and make them available for free download upon Metro Transit's behalf in the Apple iTunes Store and Android Google Play Store.

SCOPE OF SERVICES

Metro Transit will provide the feature requirements and design specification for all applications. The contractor will provide technical services to implement and release mobile applications for the Apple and Android operating systems and make them available for free download in the Apple iTunes App store and Android Google Play Store.

iPhone and Android applications should be deployed into the App Store / Google Play Store at the same time. Metro Transit will be the owner of the applications, including their namesake, and branding graphics.

The contractor will also provide maintenance of the software 24 months after release date with a mutual option to extend by providing incremental software updates due to software bugs, availability of new technologies, Metro Transit staff feedback, or customer comments.

REQUIRED TASKS

In developing the applications, Metro Transit will provide the feature requirements and design specification for each deliverable. As defined in this Statement of Work, the contractor must complete the following:

Project Plan/Schedule – An estimate of the project timeline in order to implement mobile applications as specified in each of the deliverable. The project plan should include milestones such as requirements and design approval, technical implementation approval, implementation, QA testing, user acceptance testing and sign off, submittal of final product to the respective app stores as well as ongoing updates for the remainder of the contract. Depending on time lines, Metro Transit may wish to roll out some features at different times. I.e. Launch with Trip Planner, User Accounts, Store and Police Reporting and roll out other features later in the contract period.

Meetings - One kick-off meeting in person in Minneapolis, Minnesota to last one or more full days to meet team members, gather information needed for deliverables, review project and begin work, Recurring project meetings every other week to be held in person or via tele-/videoconference during business hours (Mon-Fri, 8am-5pm CST). Ability to call impromptu meetings as needed for issues that arise to be held in person or via tele-/videoconference during business hours.

Technical Specification – A document detailing the technical process and specifics for each app deliverable.

Design – Vendor will do all wire frame designs and graphic design work in line with the Metro Transit Style Guide. Metro Transit has final say on design and may request edits/changes before approval of final designs.

Application prototype(s) – A functional version of the specified applications for testing purposes. This prototype will be tested by a team designated by Metro Transit to review features, report bugs and make change recommendations. It is expected that multiple QA sessions, including user acceptance testing, and prototype builds will be needed to reach final release candidates.

Release Candidate – A final version each application will be submitted for public distribution. This version will be approved by both Metro Transit and contractor as acceptable for deployment.

Submittal to the iTunes Store and Google Play Store – The contractor will work with Metro Transit to submit the iPhone and Android apps to the respective markets. Both apps must be accepted/approved.

DELIVERABLES

The contractor shall make these deliverables available to the public for free download. The app will contain eight main components. Six of these items are mandatory and two are optional. Preference will be given to vendors that meet all 8 requirements, but please submit if you can only meet the mandatory items.

Mandatory

- Trip planning and related functionality
- User account
- Metro Transit Online Store
- Push notifications
- Customer relations reporting
- Carpool Ridematching
- Guaranteed Ride Home program

Optional

- Mobile payment
- Police Reporting

Operating System Requirements

Android: Version 4.0 and later

iOS: 7 and later

IS Requirements

Prerequisites

- Proposed systems must be reviewed by Information Services prior to acceptance.
- Systems must not interfere with any of the current infrastructure components.
- Systems provided must have documentation that provides a supportable system, as built in our environment in an editable format.
- Knowledge transfer of all installed components.
- Documented procedures for recovery (disaster recovery, resiliency).

Software

- The Metropolitan Council has Standard Software Agreements to leverage consistency and State pricing with the following vendors: Microsoft, Supported versions of Linux, Citrix, Oracle, AIX, McAfee and CommVault For GIS software we have an enterprise license with ESRI.
- The Metropolitan Council reserves the right to purchase all Software that is covered under our state agreements.
- Installation of operating systems and applications must be coordinated and completed with a Metropolitan Council employee.
- The Metropolitan Council utilizes SQL Clustering for database needs and prefers to share these resources for all database needs. Unless it is a documented best practice not to.
- The Metropolitan Council utilizes Oracle Clustering for database needs and prefers to share these resources for all database needs. Unless it is a documented best practice not to.
- Vendors that are providing Software are required to include 1 year of warrantee with options for more.
- Vendors will work with the Metropolitan Council on storing and maintaining a software escrow agreement.

Security

- Regulations and security requirements – System must be able to follow security requirements such as PCI, HIPAA, FISMA and etc.
- Role based security access – System must be able to follow security requirements for RBSA.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – System must be able to follow security requirements audit control methods and requirements.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards.
- Firewall (application) – the products and methods for firewall control process and intrusion detection methodology.
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access.
- Access management via AD, LDAP, or SAML integration.

Hosted Services

- Data Access – Provider must provide full data access in in relational format or comparable upon request and without additional cost.
- System Integration – It is preferred that provider allow system integration through standard web services or other http based APIs.

- Access Management – Provider should provide SAML 2.0 or comparable authentication method.
- Security – all premise security questions should also apply to hosted services.
- Security – Independently verified security audits should be accessible for council review upon request. This includes but is not limited to ISO 27001, data processing agreements, HIPAA Business Associate Agreement (HIPAA BAA), and Federal Information Security Management Act (FISMA), and PCI when applicable.

Maintenance

24 months of support and updates after the launch of the app. Updates must coincide with operating system updates and when major fixes are needed. Bugs and major flaws must be remedied and addressed within a timely manner. Please include a plan to handle updates and fixes.

Application Features

Trip Planning and related functionality

- Utilize Metro Transit REST Web services to feed planner and associated tools
- Offer a trip planner that allows users to easily plan transit trips using addresses, intersections, and landmarks in Metro Transit's database.
- Set parameters using time, walking distance, service type (bus, train), trip type (faster, fewest connections, etc.)
- Use the device's location services (GPS, wifi, etc.) to:
 - Identify customer's current location
 - Set origin point for planned trips
 - Locate transit stops, stations, Go-To retailers and other transit amenities in the Stops & Stations online tool
 - Alert customer of their stop while in transit based on user distance preferences
- Display real time (NexTrip) arrival times for buses and trains in a similar manner to metrotransit.org
- Provide ability to updates planned trip with real time information that may affect the user's trip
- Customer is able to set favorite locations, stops, and routes
- Display Metro Transit's bus and rail routes on an interactive map to be identified by Metro Transit
 - Customer should be able to click on locations and stops to see transit information and/or start a trip plan
 - Customers should see their location on the map and the location should move on the map as the customer's location changes
 - Display complementary mode services (NiceRide, Car2Go, HourCar, etc.) through publically available APIs
- Utilize feeds (RSS, Metro Transit APIs, social media, etc.) to display up-to-date service information and news items to customers
- Display fare cost by trip
- Allow users to view bus and train timetables offline

Store

- Use Metro Transit web services to access store features
- Interface with Metro Transit's middleware for Cubic-based back end
- Able to meet State of Minnesota, and/or other government standards and secure, PCI-DSS compliant interface with store.metrotransit.org and account.metrotransit.org

- Purchase all fare media available at store.metrotransit.org
- Add value to existing cards
- Register cards
- Access and edit My Farecard List
- Check balance and transaction history
- Report lost or stolen cards
- Read and agree to Tennessee Warning in account.metrotransit.org
- Read and agree to Tennessee Warning at store.metrotransit.org (part of registration process)
- Link to Interactive Ticketing website will be included. Clicking can open in a browser or in app.

Account

- Use Metro Transit APIs and web services to access Metro Transit account
- Edit account information
- Account not required for app usage

Push Notifications

- Ability to send push notifications to alert customers of events/alerts within the app including but not limited to:
 - Service disruptions (from Metro Transit rider alerts system via RSS)
 - Proximity to end of trip destination based on user defined parameters (i.e. User wants to be alerted .5 miles away from their trip plan destination)
 - Time and proximity alert for bus/train arrival using vehicle GPS, NexTrip, and other data sources based on user defined parameters (i.e. User wants to be alerted when bus is 10 minutes away from their stop of choice)
 - Alert type options (audio, vibration, text, etc.)
 - Links to Metro Transit defined URLs (i.e surveys and internal promotions)
 - Mobile ticket expiration
 - Public Safety/Metro Transit Police Alerts
 - Go-To Card low balance based on user defined parameters (i.e. Alerts sent when \$5 is left on card)

Customer Relations Reporting

- Ability to submit feedback on transit service and app issues (see <https://www.metrotransit.org/comment-on-metro-transit-service> for current form)
- Use phone camera and location services to provide additional information on where the complaint was submitted and/or the location of the incident
- Launch phone call to Customer Relations

Carpool Ridematching

- Use Metro Transit REST web services to feed applications
- Use Metro Transit's existing ridematching service via API including, but not limited to, the following features:
 - Create ridematching account
 - Search for ridematching partners
 - Communicate with potential matches via existing internal messaging system

Guaranteed Ride Home

- Use Metro Transit REST web services to feed applications
- Use Metro Transit's existing Guaranteed Ride Home program, including, but not limited to, the following features:
 - Enroll in Guaranteed Ride Home program
 - Request reimbursement, including phone screenshots and/or uploaded images
 - View pending and recent Guaranteed Ride Home requests
 - Edit reimbursement requests that have not been acted upon by Metro Transit

Mobile Ticketing / Payment – Optional Item 1

- Able to meet State of Minnesota, and/or other government standards and secure, PCI-DSS compliant interface with store.metrotransit.org and account.metrotransit.org
- Allow users to purchase and use fares on their mobile phone
- Tickets must be validated for single use (i.e. no monthly passes, valid for specified lengths of time only)
- Fares validated/verified as paid through visual inspection only (provisions for validation via scanner, contactless system options, etc. down the line may be presented but are not required)
- Features to prevent ticket fraud (i.e. animations, time stamps, etc. on activation of ticket)
- Ability for Metro Transit to set timeframe for when an activated fare is valid
- Ability to see when fare/pass was activated
- Ability to display unique designs for tickets as needed (i.e. special events, sports games, regular fares) to help distinguish regular and special fares.
- Activate and display multiple fares and fare types on a single mobile ticket (see <https://www.metrotransit.org/fares> for fares. No multiple ride passes or monthly passes will be incorporated in this feature)
- Once fares are purchased online, they can be used/activated/validated at a later time, including offline/without internet access.
- Back end interface for Metro Transit to view activities and reports
- Manage fares and fare types including adding, removing and editing
- Provide an back end interface to viewing sales and revenue information
- Ability to change or refund ticket prices if the event is cancelled or the customer purchased a ticket in error.
- The contract awarded will authorize the vendor to sell tickets to the public, but Metro Transit reserves the right to continue to issue/sell tickets, passes, and other fare media to customers through existing sales operations and outlets without incurring fees.
- All funds are deposited directly into Metro Transit bank accounts from the online customer through a secure authorized Gateway,
 - *Highly* preferred use of Elavon.
- Provide examples of previous mobile ticket applications for other transit agencies, including reports
- Promo codes accepted to purchase fares

Police Reporting – Optional Item 2

- Ability for app user to make reports to Metro Transit Police through the app with reports with the following fields
 - Subscriber name
 - Caller name
 - Phone number
 - Location (GPS and Common Street Name)
 - Event type
 - Call disposition

- Include customer contact information with reports (if desired)
- Anonymous known reporting option (including hiding contact info, disable GPS, etc...)
- App disables phone flash for discretion
- Offline storage and transfer once connection is re-established, ie, no cellular or wi-fi signal at time of incident
- Ability to alert on-duty dispatch personnel of customer contact
- Real-time, two-way chat between app user and Metro Transit Police dispatch (This particular feature would need to be able to be enabled at a later date, not at launch)
- Ability to store and access data from customer interactions and reports in database for Metro Transit to access
- Ability to activate video camera from within the Police section of the app and store video locally.
- Access Metro Transit Police options from home screen via button, include ability to dial Police emergency/non-emergency phone numbers with one tap
- FEMA Certified as NIMS compliant for customer communication security
- RSS feed to link content customer reports and communications information to the TransitMaster computer-aided dispatch/ automatic vehicle location (CAD/AVL) system
- Customer report should go through an RSS feed to send each event from the app individually to TransitMaster incident call queue as separate incidents for each contact

Other Considerations - Mandatory

- All submissions must include examples of previous apps developed for transit or transportation
- All submissions with the Optional Item 1 (Mobile Ticketing) must include examples of previous apps developed transit fare payment
- If you are submitting a proposal that includes Mobile Ticketing, please provide separate costs for the mandatory items and mandatory items plus Mobile Ticketing.
- If you are submitting a proposal that includes Police Reporting, please provide separate costs for the mandatory items and mandatory items plus Police Reporting.
- If you are submitting a proposal that includes Mobile Ticketing and Police Reporting, please provide separate costs for the mandatory items, mandatory items plus Mobile Ticketing, mandatory items plus Police Reporting, and mandatory items plus Mobile Ticketing and Police Reporting.
- Compatibility with mobile device screen readers (Apple Voiceover and Android Talkback) and other ADA concerns.
- Pop up messaging for internal and external promotional programs
- Data collection
 - Number of downloads – Google Play and iTunes
 - Bug reports – including time/date and description
 - Usage reports – details of which features are used, how often
 - Feedback from app stores -
 - Trip Planner data in .CSV format
 - Location of where trip plan was initiated
 - Trips planner option selected (i.e. three trip options are displayed, which option does the user pick)
 - Trip Plan field inputs

2. PROTESTS FOR PROCUREMENT \$25,000 AND OVER

(See Proposal Instructions, section 13, for further information)

Issued By:	Contracts & Materials	Document No:	30.06.02
Approved By:	Regional Administrator	Total Pages:	4
Effective Date:	09/01/97	Revision No:	1

Policy

The Metropolitan Council strives to ensure fairness to every offeror for all goods and services procured through the established competitive processes. The Council acknowledges its responsibility to promptly and fairly investigate procurement protests that conform to the requirements of this procedure. The Council also acknowledges the interest of the public in resolving unjustified claims without unduly delaying needed procurements. To balance the interests of offerors and the public, these procedures require that offerors file protests in a timely manner, carefully document their allegations, and conform their protests to all requirements contained herein.

Offerors are encouraged to resolve questions or disputes informally before pursuing a written protest. If offerors believe they will be filing a protest, they are encouraged to advise the Council verbally as soon as possible in order to maximize the offeror's options.

Written protests will be reviewed by designated staff, and a written protest decision will be issued. Protesters may request a single reconsideration of the protest decision. The decision of the designated protest authority is final. The Council will not consider nor respond to oral protests.

Purpose

This procedure provides a process for a full and fair consideration of all claims that raise legitimate questions about the procurement process without allowing proposers to exploit protest procedures to obtain a competitive advantage or obstruct needed procurements. The requirements of this procedure serve important public purposes and offerors are cautioned that noncompliance will result in waiver of protest rights. Offerors must review the Council procurement protest procedure carefully before filing a protest. At the time of filing a protest, the offeror agrees to be bound by this procedure.

Applicability

This policy is applicable to all protests arising from Council procurements \$25,000 and over. Note that violations of federal law or regulation will be handled by the complaint process as stated within that law or regulation.

If this procurement is funded in whole or in part by the Federal Transit Administration (FTA), offerors are hereby notified that a protester must exhaust all administrative remedies with the Council before pursuing a protest with FTA. Reviews of protests by FTA will be limited to:

1. the Council's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
2. violations of federal law or regulation; or
3. violations of State or Local Law or Regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the COUNCIL or other basis of appeal to FTA.

Definitions

For the purposes of this document:

- A *protest* is an offeror's remedy for correcting a perceived wrong in the procurement process.
- *Working days* are office business days for Metropolitan Council Regional Administration staff.
- A *solicitation phase protest* is received prior to the proposal opening or the proposal due date.
- An *award phase protest* is a protest received after the bid opening or proposal due date.
- The *protest authority* is the employee assigned to review the individual protest decision. Please refer to the table on page 4.
- The *offeror* is the bidder or proposer responding to a solicitation request.

Procedure:

Protests must be filed and processed according to the methods and timetables outlined below.

Responsible Party Required Actions**Protester**

1. Files written protest with the Metropolitan Council contact person designated in the solicitation document.
 - a) Offerors are cautioned that the Council may choose to continue with the given procurement, based on business needs.
 - b) Protests may be filed on the following bases:
 - Offerors or parties who may have an interest in the potential outcome of a protest or a procurement decision may file a solicitation phase protest if a bid or proposal specification or condition is incorrect or inappropriate; or
 - Offerors may file an award phase protest if the purchase was awarded inappropriately or unfairly.
 - A reconsideration of a protest decision may be requested after a decision has been rendered only if data becomes available that was not previously known or if there has been an error of law or regulation.
 - All protests must be in writing. The Council will not respond to verbal protests.
 - c) The protest must specify the following:
 - The protester's name, the protester's company name, address, and phone and fax numbers.
 - The project name and number and the contract number or other solicitation identifier.
 - A complete and accurate identification of the grounds for protest, including references to any and all laws, regulations, or other legal authority that the protester claims were violated.

- A presentation of any and all evidence known to support any allegations of protest including but not limited to the names of the persons involved, a description of relevant occurrences, the documents upon which the protester relied, the particular language in the solicitation documents which is alleged to be defective or illegal, and a description of the Proposer's material, component, or product which is adversely affected by allegedly defective or illegal language.
 - Complete identification of the relief the protester is seeking.
- d) Protest Filing Deadlines
- Solicitation phase protests must be filed no later than three (3) working days prior to the scheduled bid opening or the proposal due date.
 - Award phase protests must be filed within five (5) working days of Council action, for those items which by policy require Council action, **or** within five (5) days of the award for those items not requiring Council action.
 - Requests for reconsideration must be filed within five days of the protest decision.
 - Failure to file a protest within the time period indicated shall result in waiver of the protest.

Designated Contact Person

2. Reviews the protest and:
 - a) Reports the protest filing to the General Manager or Division Director and the Office of General Counsel, and
 - b) If the protest is a Solicitation Phase Protest, determines if the scheduled bid opening date/proposal due date should be extended to allow for resolution of the protest and, if so, issues an addendum to all offerors.
 - c) Notifies funding authorities (such as the FTA) upon protest filing and as required by rule or regulation. Notification to FTA will include a brief description of the protest, the basis of disagreement, the status of the protest, and whether an appeal has been taken or is likely to be taken.
 - d) Decide if the protest has an impact on other offerors. If the protest does have an impact on other offerors, notify them.

Protest Authority

3. Render a written decision that addresses, in detail, each substantive issue raised in the protest. The decision must be issued and appropriate action must be taken as quickly as possible but no later than ten (10) working days after the filing of the protest.

Department	Protest Authority
Environmental Services	General Manager of Wastewater Services or ES Division Director
Metro Mobility	Director of Transportation Planning
Metro Transit	General Manager
Community Development	Division Director
All other	Deputy Regional Administrator

Protester 4. If the protester feels the protest decision is not valid, based on new information not previously known or an error of law or regulation, s/he may seek reconsideration within 5 working days through a written request filed with the protest authority.

Protest Authority 5. Reconsideration of a protest decision:

- a) Determine if the grounds for reconsideration are valid.
- b) If the grounds are deemed valid, render a decision.
- c) If the grounds are deemed invalid, reject the reconsideration request.

Protest Authority Or Designee 6. Convey the final decision to protester and to other agencies.

Records Retention All protest-related documents must be retained for ten (10) years.

Questions Questions regarding this policy may be directed to the Purchasing Manager/Contracts and Documents Unit Manager.

Deviations In appropriate circumstances, the protest authority may extend the stated deadlines. No other deviations are allowed.

3. SAMPLE PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

(See Proposal Instructions, section 15, for further information)

Contract Number: 15P029

**METROPOLITAN COUNCIL
390 NORTH ROBERT STREET
SAINT PAUL, MINNESOTA 55101**

THIS CONTRACT is entered into between the Metropolitan Council, a Minnesota political subdivision ("the COUNCIL"), and _____, a business authorized to do business in Minnesota, with its regular place of business at _____ ("the CONTRACTOR").

WHEREAS, the COUNCIL requires the services described in Exhibit A to this Contract; and

WHEREAS, the COUNCIL has issued a Request for Proposals, dated April 15, 2015 for the services, and

WHEREAS, the CONTRACTOR submitted a proposal dated _____ to perform such services; and

WHEREAS, the COUNCIL has reviewed the CONTRACTOR's proposal and, in reliance on the representations made, has awarded the Contract to the CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. SCOPE OF WORK

1.01 Scope of Services. This Contract is to provide professional/technical services for developing and supporting Metro Transit a mobile app for iOS and Android.

The COUNCIL agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform in a satisfactory, timely, and proper manner, as determined by the COUNCIL, the services specified in Exhibit A, which is attached to and made a part of this Contract. If there is a contradiction between the terms of this Contract and Exhibit A, the terms of this Contract shall prevail. In the performance of its obligations pursuant to this Contract, the CONTRACTOR agrees to comply with all applicable provisions of federal, state, and local laws, regulations and directives, and agrees that the most recent of such provisions shall govern this Contract at any particular time.

For the purposes of this Contract:

1. "Work" shall mean all authorized services to be provided by the CONTRACTOR under this Contract;
2. "Deliverables" shall mean the studies, reports, sketches, drawings, maps, models, photographs, audio/video tapes, computer programs/models, electronic media, specifications, cost estimates, field data, test data, and other tangible documents identified in the attached exhibits to be provided by the CONTRACTOR under this Contract, and as identified in a written notice relating to the Work.

II. COMPENSATION BASIS; MAXIMUM TOTAL COMPENSATION

2.01 Compensation Basis. For the services to be performed under Article I, the COUNCIL shall pay CONTRACTOR the lump sum of \$_____ in full and complete payment for all services, including any expenses incurred, to be performed by CONTRACTOR.

The CONTRACTOR agrees to complete all work within the Scope of Work for the amount specified in this section 2.01 and the COUNCIL shall not be responsible for any labor, project, or other expenses which exceed such amount.

2.02 Maximum Total Compensation. The maximum total compensation payable to the CONTRACTOR by the COUNCIL for all services performed under this Contract, including any expenses incurred, shall not exceed the amount of \$_____.

Travel expenses must be actual, reasonable and incurred specifically for the Work. Reimbursable expenses shall be paid at cost with no markup by the CONTRACTOR. Only project-related travel costs as provided for under FAR, 48, C.F.R. Subpart 31.2 shall be considered for reimbursement. Reimbursement for privately owned vehicle mileage shall not exceed the applicable U.S. General Services Administration (GSA) rate. Reimbursement for lodging, meals and incidental expenses shall not exceed the applicable GSA per diem rate. The CONTRACTOR shall coordinate with the COUNCIL to schedule flights as far in advance as possible to reduce the expenses incurred. If the CONTRACTOR travels to the Minneapolis-Saint Paul area to provide services or support to other CONTRACTOR customers, the COUNCIL shall be responsible only for a proportionate share of the travel and travel-related expenses.

III. METHOD OF PAYMENT

The CONTRACTOR shall submit to the COUNCIL a reasonably detailed statement of services rendered under this Contract on or before the 20th day of each month following the month in which the services are rendered. Each statement shall set forth the following information:

- a. The Contract number.
- b. A status report describing the progress and overall percentage of completion of the Contract work.
- c. Pro-rata Portion of Lump Sum. The CONTRACTOR's estimate of the pro-rata portion of lump sum payment due and owing CONTRACTOR based on the percentage completion of the Contract work during the billing period.

On verification and acceptance by the COUNCIL's Contract Manager of each invoice and status report, the COUNCIL shall pay the CONTRACTOR the invoiced amount.

Upon completion of the Contract Work, the CONTRACTOR shall submit to the COUNCIL a final status report, a final invoice, and a request for payment of the sums then owing. The final invoice must include the following certification, signed by an authorized representative of the CONTRACTOR:

The undersigned represents that payment of this request for payment constitutes completion of the services agreed upon and acknowledges that the undersigned shall reimburse the COUNCIL for any payments due the COUNCIL as a result of an audit and any amount due the COUNCIL resulting from Contract adjustments.

The COUNCIL shall pay this final invoice upon the COUNCIL's approval and acknowledgment of satisfactory completion of Contract work.

CONTRACTOR shall not receive payment for work found by the COUNCIL to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. PROJECT MANAGER

The COUNCIL's Project Manager for the purposes of administration of this Contract is Adam Mehl, or such other person as may be designated in writing by the COUNCIL. However, nothing in this Contract shall be deemed to authorize the Project Manager to execute amendments to this Contract on behalf of the COUNCIL.

V. [RESERVED.]

VI. [RESERVED.]

VII. TIME OF PERFORMANCE; TERMINATION OF CONTRACT

7.01 Time of Performance. The term of this Contract shall commence on the date this Contract is executed and shall terminate on _____, unless otherwise terminated as provided in this Contract.

7.02 Commencement of Services. The Services under this Contract are to commence when authorized in writing by the COUNCIL and are to be completed in accordance with the schedule specified in Exhibit A, or as approved in writing by the COUNCIL. CONTRACTOR shall not commence any work under this Contract until receiving the written authorization.

7.03 Termination of Contract. The COUNCIL shall have the right to terminate this Contract at any time and for any reason by submitting written notice of termination to the CONTRACTOR at least thirty (30) calendar days prior to the specified effective date of termination. In such event, all finished and unfinished Deliverables prepared by the CONTRACTOR and its subcontractors under this Contract shall become the property of the COUNCIL, and the CONTRACTOR shall be entitled to compensation for all authorized services satisfactorily completed under this Contract prior to the date of termination, in accordance with the compensation terms specified in Article II. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNCIL for damages sustained by the COUNCIL by virtue of any breach of this Contract by the CONTRACTOR. The COUNCIL may withhold any payment to the CONTRACTOR until such time as the exact amount of damages due the COUNCIL from CONTRACTOR is determined.

VIII. ACCOUNTING; RECORDS-KEEPING; AUDIT REQUIREMENTS

8.01 Records-Keeping. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this Contract in accordance with generally accepted accounting principles and practices, including payrolls, time records, invoices, receipts, and vouchers. The CONTRACTOR shall also maintain the financial information and data used in preparation or support of the cost submission for any negotiated Contract amendment or change order and provide printed or copied documentation to the COUNCIL as requested. These books, records, documents, and data shall be retained for at least six (6) years after the term of the Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the CONTRACTOR agrees to maintain them until the COUNCIL and any of its duly authorized representatives have disposed of the litigation or claims.

8.02 Audits. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of the CONTRACTOR and of any subcontractor relating to work performed pursuant to this Contract shall be subject to audit and examination by the COUNCIL and the Legislative Auditor or State Auditor. The CONTRACTOR and any subcontractor shall permit the COUNCIL or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under this Contract. Audits conducted by the COUNCIL under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from

any audit by the COUNCIL shall be paid in full within thirty (30) days of the CONTRACTOR's receipt of audit.

IX. INDEMNIFICATION; INSURANCE REQUIREMENTS

9.01 Indemnification. The CONTRACTOR agrees that it will save and protect, hold harmless, indemnify, and defend the COUNCIL and its members, agents, and employees against any and all claims, expenses (including attorneys' fees), losses, damages, or lawsuits arising out of or resulting from, whether in whole or part, the CONTRACTOR's performance of the Contract, including acts or omissions of its employees, subcontractors, representatives, or agents.

9.02 Insurance Requirements. The CONTRACTOR shall procure and maintain for the term of the Contract, or for longer periods of time as may be required elsewhere in this Contract, insurance against claims, which may in any manner arise out of or result from acts or omissions in performing work under this agreement, by the CONTRACTOR or its employees, subcontractors, suppliers, representatives or agents. Any deductibles or self-insured retentions, which must be declared and approved by the COUNCIL, are the sole responsibility of CONTRACTOR.

9.03 Minimum Scope of Insurance. CONTRACTOR shall procure and maintain the following insurance:

1. Commercial General Liability occurrence form (ISO CG 00 01 or equivalent) and, if necessary, an Umbrella Liability policy on a following-form basis, providing coverage for, but not limited to, liability arising from premises, operations, independent contractors, products-completed operations (if any work results in a completed operations hazard), personal injury and advertising injury, and contractual liability assumed under Section 9.01 of this Contract. Policy must be maintained for a period of two years after Final Acceptance of the Work;
2. Business automobile coverage, ISO CA 00 01, 1997 or later edition, and if necessary an Umbrella Liability policy on a following-form basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased;
3. Statutory Workers' Compensation and Employers' Liability coverage, including, other states coverage and, if applicable, Maritime and/or United States Longshoremen and Harbor Workers Act Coverage. If CONTRACTOR is a sole proprietor the following shall be provided:
 - a. Documentation that CONTRACTOR has voluntarily chosen not to purchase workers' compensation coverage; and/or
 - b. Evidence of a personal health and disability insurance coverage;
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession.

If insurance is written on a claims-made basis, any Retroactive Date shall be prior to CONTRACTOR'S first act of performance under the agreement. Further, CONTRACTOR shall not change the form of the policy from a claims-made without express written consent from the COUNCIL. Policy shall also provide Extended Reporting Period of not less than five years.

9.04 Limits of Insurance: The CONTRACTOR shall maintain the following limits.

1. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 products/completed operations aggregate. The general aggregate limit shall apply separately to this Contract.
2. Automobile Liability with a limit not less than \$1,000,000 each Accident.

3. Workers' Compensation to be statutory. Employer's Liability with a limit not less than \$500,000 each person per accident, \$500,000 each employee by disease, and \$500,000 all employees by disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession with a limit not less than \$3,000,000 per claim/occurrence.

9.05 Other Insurance Provisions.

1. The COUNCIL, its members, agents, and employees added as additional insureds under the CONTRACTOR'S CGL coverage, and under the commercial umbrella, if any, utilizing ISO CG 20 10 07 04 and ISO CG 20 37 07 04 (if any work results in a completed operations hazard), or their equivalent. The CONTRACTOR's insurance coverage shall not contain any special limitations on the scope of protection afforded to the COUNCIL, its members, agents and employees.
2. The COUNCIL, its members, agents, and employees must be added as an Insured under the CONTRACTOR'S Business Automobile policy, and under the umbrella, if any, utilizing ISO CA 20 48, or its equivalent.
3. The CONTRACTOR's insurance coverage shall be primary and non-contributory as respects the COUNCIL, its members, agents and employees.
4. The CONTRACTOR shall be responsible for obtaining separate certificates and endorsements for each subcontractor. CONTRACTOR shall determine the appropriate level of insurance coverage and limits from its subcontractors.
5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice (ten days notice for cancellation due to non-payment of premium), has been given to the COUNCIL at the following address:

**Metropolitan Council
Attn: [ProjectManager]
390 North Robert Street
Saint Paul, MN 55101**

In addition to notifying its insurer(s) in accordance with the policy, CONTRACTOR shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the COUNCIL.

6. Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against the COUNCIL, its members, agents and employees, for losses arising out of the performance of this Contract.
7. Insurance is to be placed with insurers with Best's rating of no less than A:VII.

9.06 Verification of Coverage. The CONTRACTOR shall furnish the COUNCIL with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNCIL is not obligated to review certificates or other evidence of insurance, or to advise the CONTRACTOR of any deficiencies in such documents, and receipt thereof will not relieve the CONTRACTOR from, nor be deemed a waiver of, the COUNCIL'S right to enforce, the terms of the CONTRACTOR'S obligations hereunder. The COUNCIL will have the right to examine any policy required by this Contract. All certificates and endorsements are to be received by the COUNCIL before work commences.

9.07 CONTRACTOR'S Responsibility for Insurance. The COUNCIL does not represent in any way that the insurance specified in this Contract, whether in scope of coverage or limits, is adequate

or sufficient to protect the CONTRACTOR's business or interests. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this Contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability under this Contract nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding any policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss arising out of or resulting from acts or omissions in performing work under this agreement.

9.08 Non-Waiver of Municipal Immunity and Limits. Nothing in this Contract shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.

X. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

10.01 Prohibition on Discriminatory Practices. The CONTRACTOR shall take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age.

10.02 Affirmative Action. The provisions of this Section 10.02 apply only if the amount of this Contract (including the value of any amendments thereto) exceeds one hundred thousand dollars (-- \$100,000).

A. General Requirements. The requirements of Minnesota Statutes, section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600, regarding affirmative action plans, are incorporated in this Contract by reference.

B. Disabled Individuals Affirmative Action.

1. The CONTRACTOR must not discriminate against any employee or applicant for employment because of a physical, sensory, or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical, sensory, 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. The CONTRACTOR agrees to 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 the CONTRACTOR'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 and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR's obligation under 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. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically, sensory, and mentally disabled persons.

10.03 Freedom from Sexual Harassment. The COUNCIL has a policy which establishes a work environment for COUNCIL employees free of sexual harassment of any form, whether mental or physical. The CONTRACTOR shall require its employees, subcontractors, and all other persons providing materials and services for the Work, to conform to this Policy as their actions may relate to COUNCIL employees.

10.04 Drug Free/Graffiti Free Environment. The CONTRACTOR shall not permit the possession or use of intoxicating liquors or illegal drugs by the CONTRACTOR, its subcontractors, or their agents or employees upon any COUNCIL facility or property.

The COUNCIL prohibits the display of all graffiti of any kind, plus pictures and other materials of any kind, containing racial or ethnic slurs, sexually explicit material, or general foul language on all COUNCIL property and facilities. The CONTRACTOR shall require its employees, subcontractors, and all other persons providing materials and services for the Work, to conform to this prohibition of display of graffiti, pictures, and other materials on or within CONTRACTOR's, subcontractors', and other persons' equipment, facilities, and vehicles which are located upon, brought onto, or used on COUNCIL property and facilities.

XI. AMENDMENTS

The terms of this Contract may be changed by mutual agreement of the parties. Such changes shall be effective only on the execution of written amendment(s) signed by the COUNCIL and the CONTRACTOR.

XII. ASSIGNMENT; SUBCONTRACTS

12.01 Assignment. Except as provided in this part, the CONTRACTOR shall perform with its own organization the Work provided for under this Contract and shall not assign, subcontract, sublet, or transfer any of the Work without receiving the express written consent of the COUNCIL.

12.02 Suspended or Debarred Subcontractors. The CONTRACTOR shall not make awards to subcontractors who have been suspended or debarred by the State of Minnesota.

12.03 Names of Subcontractors. The CONTRACTOR shall furnish, in writing, the names of all subcontractors, and their proposed Scope of Work to be used to complete the Work. The COUNCIL shall in writing within two (2) weeks of receipt of subcontractor information, advise the CONTRACTOR of the COUNCIL's acceptance or objection to proposed subcontractor(s). The CONTRACTOR's submission shall contain the CONTRACTOR's express representation that none of the listed subcontractors have been suspended or debarred from award of contracts or subcontracts under state or local law. The CONTRACTOR shall not contract with any subcontractor to whom the COUNCIL has made objection.

12.04 Requirements of Subcontractor Contracts. All subcontracts between the CONTRACTOR and its subcontractors shall require each subcontractor to be bound to the CONTRACTOR by the terms of this Contract, and to assume toward the CONTRACTOR all the obligations and responsibilities which the CONTRACTOR, by this Contract, assumes toward the COUNCIL.

12.05 Subcontract Requirements. All subcontracts shall expressly state that incorporation by reference of specific terms and conditions of this Contract shall not be deemed to create any contractual relationship between the COUNCIL and any subcontractor, and that subcontractors are not third-party beneficiaries of this Contract.

12.06 [Reserved.]

12.07 Prompt Payment of Subcontractors. Consistent with Minnesota Statutes, section 471.425, if any part of the Work is subcontracted, the CONTRACTOR shall pay any such subcontractor within ten (10) days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR shall not, by reason of said payments, be relieved from responsibility for that portion of the Work done by the subcontractor and shall be responsible for the entire Work until the same is finally accepted by the COUNCIL.

The CONTRACTOR shall pay interest at the rate of one and one half percent (1½%) per month or part thereof to a subcontractor on any undisputed amount not paid in accordance with the preceding paragraph. The minimum monthly interest payment for an unpaid balance of one hundred dollars (\$100) or more is ten dollars (\$10). For an unpaid balance of less than one hundred dollars (\$100), the CONTRACTOR shall pay the actual interest due to the subcontractor.

In accordance with Minnesota Statutes, section 471.425, a subcontractor who prevails in a civil action to collect interest penalties from the CONTRACTOR must be awarded its costs and disbursements, including attorney fees, incurred in bringing the action. Execution of this Contract constitutes the CONTRACTOR's consent to such award in the event a subcontractor prevails in such an action.

XIII. RETENTION AND REUSE OF DOCUMENTS

13.01 Deliverables to be Kept Confidential. All Deliverables along with such working papers, calculations, notes, and other information used to produce the Deliverables shall be kept as confidential and shall not be made available to any individual or organization by the CONTRACTOR, its subcontractors, or their agents or employees without the prior written approval of the COUNCIL.

13.02 Documents Property of COUNCIL. All documents and records coming into the possession of the CONTRACTOR relating to the Work shall be provided to the COUNCIL by the CONTRACTOR. Deliverables shall become the property of the COUNCIL. The CONTRACTOR is not, however, required to provide the COUNCIL with the CONTRACTOR's correspondence file and original working papers, calculations, and notes developed as a result of the Work. The CONTRACTOR shall make available to the COUNCIL copies of the CONTRACTOR's correspondence and original working papers, calculations, and notes relating to the Work upon request of the COUNCIL.

13.03 Format of Deliverables. Deliverables shall be prepared in Standard English (US) units and language in an accessible format. An accessible document is useable by everyone, including the blind and individuals with low vision. Documents must follow a logical order or a group of rules and procedures designed to ensure that persons using various assistive technology devices can access the information contained in the document. Upon completion or termination of this Contract, the CONTRACTOR shall provide the COUNCIL with a copy, in electronic form, of all Deliverables, reports, studies and other documents developed by the CONTRACTOR in connection with the matters which are the subject of this Contract. Such materials shall be provided in an electronic format, accessible and compatible with the following, as appropriate:

- Word processing files: Microsoft® 2003 or 2007
- Spreadsheet files: Microsoft® 2003 or 2007
- Database files: Microsoft® 2003 or 2007
- Drawing files: ACAD© in conformance with the MCES drafting guidelines
- Other formats: As agreed to in advance by the COUNCIL

13.04 Deliverables Not Subject to Copyright. COUNCIL is hereby granted a right and license to any copyright that may subsist in or to the Deliverables to make, have made, reproduce, have reproduced, distribute, make derivative works from, and otherwise use the Deliverables produced under this Contract for COUNCIL purposes, all without notice or accounting to the CONTRACTOR, provided COUNCIL appropriately acknowledges the contributions of creators in developing the Deliverable.

XIV. GENERAL PROVISIONS

14.01 Legal Compliance. This Contract shall be governed by and construed according to the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. The CONTRACTOR shall comply with all applicable local, state or federal laws or regulations. The CONTRACTOR agrees that the most recent version of these shall govern at any given time. The CONTRACTOR shall exert its best efforts to give all notices required by law and to avoid violations of the law in connection with services provided under this Contract. The CONTRACTOR shall monitor its agents, subcontractors, and employees for the purposes of ensuring compliance with all applicable laws. If any change in circumstances or law will affect the CONTRACTOR's performance under this Contract, the CONTRACTOR shall notify the COUNCIL's Project Manager of the change in circumstances or law at the CONTRACTOR's earliest opportunity.

14.02 Independent Contractor Status. The CONTRACTOR, in performance of Work under this Contract, operates as an independent contractor and covenants and agrees that it shall conduct itself consistent with such status, that it shall neither hold itself out as nor claim to be an officer or employee of the COUNCIL by any reason of this Contract, and that it shall not by reason of this Contract make any claim or demand nor apply for any right or privilege applicable to an officer or employee of the COUNCIL, including, but not limited to, workers' compensation coverage, unemployment or reemployment insurance benefits, Social Security coverage, or retirement membership or credit. The CONTRACTOR assumes sole responsibility for payment of all taxes required by federal and state law, including income, employment, property, or franchise taxes.

The CONTRACTOR shall be responsible for the satisfactory work performance of all its employees or subcontractors in performing the Work described in this Contract. Any person employed by the CONTRACTOR to perform services under this Contract shall not be considered an employee of the COUNCIL for any purpose. The CONTRACTOR shall be responsible for payment of all employee wages and benefits and the costs of any subcontractor. The CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, unemployment or reemployment insurance, and Social Security, as applicable to its operations. The CONTRACTOR shall have in effect personnel policies that conform to all applicable federal, state and local laws. The CONTRACTOR shall maintain at all times a current list of personnel assigned to perform Work with corresponding documentation of any current licenses or certifications each employee must legally have to carry out the employee's assigned duties.

14.03 Conflict of Interest. The CONTRACTOR certifies that to the best of its knowledge, no COUNCIL employee or officer of any agency interested in the Contract has any pecuniary interest in the business of the CONTRACTOR or with the Contract and that no person associated with the CONTRACTOR has any interest that would conflict in any manner or degree

with the performance of the Contract. The CONTRACTOR agrees that it is a breach of contracting ethics for the CONTRACTOR or any subcontractor to offer, give, or agree to give any COUNCIL member, employee, or agent any gratuity, gift, favor, entertainment, or offer of employment in connection with any decision or action in regard to this Contract.

The CONTRACTOR, by entering into a contract with the COUNCIL further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the CONTRACTOR has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the CONTRACTOR or any of its agents, employees or representatives, to any official, member, or employee of the COUNCIL or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performance of this service.

14.04 Dispute Resolution. Claims by the CONTRACTOR disputing the meaning and intent of this Contract or arising from performance of this Contract shall be referred in writing to the COUNCIL's Project Manager for a written decision. The COUNCIL's Project Manager shall respond to the CONTRACTOR in writing with a decision within ten (10) calendar days following receipt of the CONTRACTOR's claim by the COUNCIL's Project Manager.

If the CONTRACTOR disagrees with any determination or decision of the COUNCIL's Project Manager, the CONTRACTOR shall, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the _____, who shall serve as the COUNCIL's Dispute Official. Such written appeal shall include all documents and other information necessary to substantiate the dispute or claim. The Dispute Official shall review the dispute or claim and transmit a decision in writing to the CONTRACTOR within thirty (30) calendar days from the receipt of the dispute or claim. Failure of the CONTRACTOR to appeal the decision or determination of the COUNCIL's Project Manager within the fifteen (15) calendar day period shall constitute a waiver of the CONTRACTOR's right to assert thereafter any claim resulting from such determination or decision. Submission of a dispute or claim to the Dispute Official shall be a condition precedent to any litigation under this Contract.

Pending final decision of a dispute under this article, the CONTRACTOR and the COUNCIL shall proceed diligently with the performance of the Contract and the question or claim shall be temporarily resolved in accordance with the decision of the Dispute Official, until final resolution of the question or claim. Failure by the CONTRACTOR to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to the COUNCIL.

14.05 Data Practices. Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to the CONTRACTOR by the COUNCIL pursuant to this Contract, the CONTRACTOR shall administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the "Minnesota Government Data Practices Act"), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this Contract, then: a) all of the data created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in performing this Contract are subject to the requirements of the Minnesota Government Data Practices Act; b) the CONTRACTOR must comply with those requirements as if it were a government entity; and c) the remedies in Minnesota Statutes, section 13.08 apply to the CONTRACTOR.

In the event the CONTRACTOR receives a request to release data referred to in this section, the CONTRACTOR must immediately notify the COUNCIL. The COUNCIL shall give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

14.06 Licenses and Permits. The CONTRACTOR and any subcontractors shall procure and keep current any and all licenses, permits, or certificates which are or may be required by properly constituted authorities for the performance of the services under this Contract.

14.07 Complete Contract. This Contract, including exhibits and other documents incorporated in this Contract or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Contract between the CONTRACTOR and the COUNCIL. This Contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the Contract shall not affect the validity of other terms or conditions. The COUNCIL's failure to insist in any one (1) or more instances upon the CONTRACTOR's performance of any term or condition of the Contract shall not be construed as a waiver or relinquishment of the COUNCIL's right to such performance, or to future performance, of such term or condition by the CONTRACTOR, and the CONTRACTOR's obligation for performance of that term or condition shall continue in full force and effect.

14.08 Continuing Obligations. The CONTRACTOR acknowledges that the provisions of this Contract impose continuing obligations on the CONTRACTOR which extend and are effective notwithstanding the conclusion of the term of this Contract.

14.09 Workers Compensation and Tax Withholding Representations. In accordance with Minnesota Statutes, section 176.182, CONTRACTOR represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2.

In accordance with Minnesota Statutes, section 270C.66, CONTRACTOR represents that it and all its subcontractors under this Contract, if any, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

14.10 Commissioner of Health Licensing, Certifications, and Rules. All asbestos-related work or asbestos management activity, if any, performed by the CONTRACTOR under this Contract shall be performed:

1. by persons or subcontractors licensed or certified (for the types of such work or activity to be carried out) by the Commissioner of Health under the Minnesota Asbestos Abatement Act, Minnesota Statutes, sections 326.70 to 326.81; and
2. in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity.

Prior to commencing any such Work, the CONTRACTOR shall provide to the COUNCIL copies of currently valid licenses or certificates (for all the types of asbestos-related work or asbestos management activities to be carried out under this Contract) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

XV. FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

The provisions of this Article XV are required because this Contract is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in this article are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this article is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this article shall prevail.

15.01 Fly America Requirements. The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41

CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15.02 Energy Conservation. The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

15.03 Access to Records and Reports. The CONTRACTOR agrees to provide the COUNCIL, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight (PMO) contractor, access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce such documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In addition to any requirements for maintenance of project records and documents in other sections of this Contract, CONTRACTOR agrees to maintain such records and documents until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all litigation, appeals, claims or exceptions arising from the performance of this Contract

15.04 Federal Changes. The CONTRACTOR shall comply with the required FTA clauses set forth in this Contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the COUNCIL and FTA. The CONTRACTOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Contract, shall constitute a material breach of this Contract.

15.05 Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR part 247.

15.06 No Obligation by the Federal Government. The COUNCIL and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNCIL, CONTRACTOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The CONTRACTOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

15.07 Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 *et seq.*, and USDOT regulations, “*Program Fraud Civil Remedies*,” 49 CFR part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5323(l), or other applicable federal law, on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above language in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

15.08 Civil Rights. The following requirements apply to this Contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 42 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of this Contract. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- b. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- c. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- 3. **Inclusion in Subcontracts.** The CONTRACTOR agrees to include the requirements of this Section 15.08 in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

15.09 Disadvantaged Business Enterprise ("DBE"). (FTA funding with no DBE Goal)

- 1. **Nondiscrimination.** Pursuant to 49 CFR section 26.13, the CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the COUNCIL deems appropriate. The CONTRACTOR shall include this requirement in all subcontracts pursuant to this Contract.
- 2. **Prompt Payment.** The CONTRACTOR agrees to pay subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. In addition, the CONTRACTOR agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of the CONTRACTOR's receipt of the subcontractor's final undisputed invoice regardless of whether CONTRACTOR has received any retainage payment from the COUNCIL. The CONTRACTOR shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the COUNCIL. The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this Contract.

15.10 Incorporation of FTA Terms. Specific provisions in this Contract include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in 49 CFR section 18.36 and the most recent version of FTA Circular 4220 are hereby incorporated by reference. Notwithstanding anything to the contrary in this Contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNCIL requests which would cause the COUNCIL to be in violation of the FTA terms and conditions.

15.10a National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other federal requirements that may be issued.

15.11 Clean Water. The provisions of this section 15.11 apply only if the amount of this Contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.* The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

15.12 Certification of Restrictions on Lobbying; Disclosure. The provisions of this Section 15.12 apply only if the amount of this Contract (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

The CONTRACTOR certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the CONTRACTOR for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ("Lobbying Restriction Certification") submitted by CONTRACTOR in connection with this project is incorporated in, and made a part of, this Contract.

The CONTRACTOR further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to the CONTRACTOR in this agreement, the CONTRACTOR shall complete and submit to the COUNCIL, Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions.

The CONTRACTOR certifies that it will require the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000.00 under this agreement, and that all subcontractors shall certify and disclose accordingly to the CONTRACTOR. All certifications and disclosures shall be forwarded to the COUNCIL by the CONTRACTOR.

The certifications referred to in this section (including the "Lobbying Restriction Certification" submitted by CONTRACTOR in connection with this project and incorporated in, and made a part of, this Contract) are material representations of fact upon which the COUNCIL relies when this Contract is made.

15.13 Clean Air. The provisions of this section 15.13 apply only if the amount of this Contract (including the value of any amendments thereto) exceeds \$100,000.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 *et seq.* The CONTRACTOR

agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

15.14 Integrity Certification. The provisions of this section 15.14 apply only if the amount of this Contract (including the value of any amendments thereto) exceeds \$25,000.

By signing this Contract, the CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this Contract. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The CONTRACTOR shall provide to the COUNCIL immediate written notice if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

15.15 Seismic Safety Requirements. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all Work performed under this agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

15.16 Rights in Data and Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:

1. The term "subject data" used in this Contract means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the Contract:
 - a. Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 CFR section 18.34 and 49 CFR section 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal

Government purposes,” any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this paragraph below. As used in the previous sentence, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the CONTRACTOR using federal assistance in whole or in part provided by FTA.
- c. When FTA awards federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this clause is added agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this paragraph and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the CONTRACTOR’s use whose costs are financed in whole or in part with federal assistance provided by FTA for transportation capital projects.
- d. Unless prohibited by state law, upon request by the Federal Government, the CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. The CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e. Nothing contained in this paragraph on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f. Data developed by the CONTRACTOR and financed entirely without using federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this clause has been added is exempt from the requirements of subsections (b), (c), and (d) of this paragraph, provided that the CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.
- g. Unless FTA determines otherwise, the CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the CONTRACTOR’s status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education,

individual, etc.), the CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR part 401.

- 4. The CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by FTA.

The following requirements apply to each contract involving experimental, developmental, or research work:

- 1. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract to which this clause has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the CONTRACTOR agrees to take actions necessary to provide immediate notice and a detailed report to the COUNCIL until FTA is ultimately notified.
- 2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR part 401.
- 3. The CONTRACTOR also agrees to include the requirements of this paragraph in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by FTA.

XVI. [Reserved]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers on the dates set forth below.

METROPOLITAN COUNCIL

By: _____
(Please print name legibly below)

By: _____
Brian Lamb, General Manager

Its: _____

Date: _____

Date: _____

EXHIBIT A TO CONTRACT

BASIC SERVICES

This Exhibit is intentionally left blank in the RFP. This document will be developed based on the Scope of Work and the successful Proposer's proposal, and it will be inserted as Exhibit A.

EXHIBIT B TO CONTRACT
CONTRACTOR FEE SCHEDULE

This Exhibit is intentionally left blank in the RFP. This document will be developed based on the Proposer's proposal, and it will be inserted as Exhibit B.

4. AFFIRMATIVE ACTION CERTIFICATION STATEMENT

(See Proposal Instructions, Section 17, for more information.)

Proposer Company Name: _____

Contract Number: 15P029

Project Name: Metro Transit Mobile App

(NOTE: If the proposal amount exceeds \$100,000, EITHER this form OR a currently effective affirmative action Certificate of Compliance for the Proposer, issued by the Minnesota Department of Human Rights, MUST be submitted with the proposal. See section 17 of the Instructions to Proposers for additional information.)

Instructions: If a proposal is in an amount greater than \$100,000, the Council cannot accept the proposal unless the Proposer can affirm either Statement #1 or Statement #2 below. The Proposer must select (by checking the appropriate box) and certify as true one of the two statements below, if it is able to do so. In making its certification, the Proposer should carefully bear in mind the post-submittal requirements noted in connection with each statement. After submittal of the proposal the Council reserves the right to require documentation from the Proposer supporting the certification or to otherwise verify the accuracy of the certification. **If neither statement can be affirmed, no proposal should be submitted.**

CHECK ONLY ONE BOX!

<input type="checkbox"/>	<p>The business executing this certification <u>did have more</u> than 40 full-time employees within the State of Minnesota on one or more working days during the 12 months previous to the date the proposal is due. IN ADDITION, the business either:</p> <ul style="list-style-type: none"> a. has submitted an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals to the Commissioner of Human Rights for approval; or b. has a currently effective Certificate of Compliance from the Commissioner of Human Rights indicating that it has an approved affirmative action plan. <p>Note: Prior to execution of any agreement arising out of this procurement, the Proposer will be required to provide the Council with a copy of its currently effective Certificate of Compliance.</p>
<input type="checkbox"/>	<p>The business executing this certification <u>did not have more</u> than 40 full-time employees within the State of Minnesota on any working day during the 12 months previous to the date the proposal is due. Note: Prior to execution of any agreement arising out of this procurement, the Proposer will be required to provide the Council with at least one of the following on a form to be provided by the Council:</p> <ul style="list-style-type: none"> a. certification that the business has a currently effective Certificate of Compliance issued by the Commissioner of Human Rights, along with the copy of that document; or b. certification that the business is in compliance with federal affirmative action requirements; or c. certification that the business's primary place of business is not in the United States; or d. certification that the business <u>did not</u> have more than 40 full-time employees on any working day during the 12 months prior to the date on which it submitted its proposal, in the state where the business has its primary place of business.

CERTIFICATION

On behalf of the Proposer, I certify that the above response is true as of the date this form is signed. I have read and understand the requirements related to this certification statement.

Proposer Name: _____

By: _____ Date: _____

Name: _____ Title: _____

5. EQUAL PAY CERTIFICATION STATEMENT
 (See Proposal Instructions, Section 23, for more information.)

Proposer Company Name: _____

Contract Number: 15P029

Project Name: Metro Transit Mobile App

Instructions: If a proposal is in an amount greater than \$500,000, the Council cannot accept the proposal unless the Proposer can affirm either Statement #1 or Statement #2 below. The Proposer must select (by checking the appropriate box) and certify as true one of the two statements below, if it is able to do so. In making its certification, the Proposer should carefully bear in mind the post-submittal requirements noted in connection with each statement. After submittal of the proposal the Council reserves the right to require documentation from the Proposer supporting the certification or to otherwise verify the accuracy of the certification. **If neither statement can be affirmed, no proposal should be submitted.**

CHECK ONLY ONE BOX!

<input type="checkbox"/>	The business executing this certification <u>has more</u> than 40 full-time employees either in the State of Minnesota or in a state where it has its primary place of business on a single day during the prior 12 months. IN ADDITION, the Proposer will certify: <ol style="list-style-type: none"> 1. The business is in compliance with Title VII of the Civil Rights Act of 1964, Equal Pay Act of 1963, Minnesota Human Rights Act, and Minnesota Equal Pay for Equal Work Law; 2. The average compensation for its female employees is not consistently below the average compensation for its male employees within each of the major job categories in the EEO-1 employee information report for which an employee is expected to perform work under the contract, taking into account facts such as length of service, requirements of specific jobs, experience, skill, effort, responsibility, working conditions of the job, or other mitigating factors; 3. The business does not restrict employees of one sex to certain job classifications and makes retention and promotion decisions without regard to sex; 4. The wage and benefit disparities are corrected when identified to ensure compliance with the laws cited in Minn. Stat §362.44, Subd.1; and 5. How often wages and benefits are evaluated to ensure compliance with the laws cited in Minn. Stat §362.44, Subd. 2(a) (5). <p>Note: Prior to award of any agreement arising out of this procurement, the Proposer must provide the Council with a copy of its currently effective Certificate of Compliance.</p>
<input type="checkbox"/>	The business executing this certification <u>did not have more</u> than 40 full-time employees within the State of Minnesota or a state where it has its primary place of business on a single day during the 12 months prior to the due date.

CERTIFICATION

On behalf of the Proposer, I certify that the above response is true as of the date this form is signed. I have read and understand the requirements related to this certification statement.

Proposer Name: _____

By: _____ Date: _____

Name: _____ Title: _____

6. SUBCONTRACTOR INFORMATION FORM

Proposer Company Name: _____

Contract Number: 15P029

Project Name: Metro Transit Mobile App

(NOTE: This form MUST be submitted with each proposal.)

Check ONE of the following:

___ No subcontractors will be used by Proposer on this project.

___ Subcontractors are proposed to be used on this project. The following is 1) a list of subcontractors proposed to be used on the project AND 2) a list of subcontractors who submitted bids or quotes to the Proposer for the project but were not selected by the Proposer:

1) SUBCONTRACTORS PROPOSED TO BE USED ON THE PROJECT:

Firm Name	Address	Telephone Number

2) SUBCONTRACTORS WHO SUBMITTED BIDS OR QUOTES BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

(Form continued on next page. Use copies of page 1 of this form if space is needed to list additional subcontract firms and attach such copies to the form.)

CERTIFICATION

On behalf of the Proposer identified below, I certify that the information provided in this form is true and correct.

Proposer Name: _____

By: _____ Date: _____

Name: _____

Title: _____

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(See Proposal instructions, Section 19, for further information)

Proposer Company Name: _____

Contract Number: 15P029

Project Name: Metro Transit Mobile App

(NOTE: This form **MUST** be submitted with each proposal if the proposal amount exceeds \$25,000.)

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

1. **By signing and submitting this proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification referred to in this paragraph is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Council may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Council if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR part 29. You may contact the Council for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Council.
6. **The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this paragraph. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Council may pursue available remedies including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its “principals” (as defined at 49 CFR section 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

Proposer Name: _____

By: _____ Date: _____

Name: _____

Title: _____

8. LOBBYING RESTRICTION CERTIFICATION

(See Proposal Instructions, section 20, for further information)

Proposer Company Name: _____

Contract Number: 15P029

Project Name: Metro Transit Mobile App

(NOTE: This form MUST be submitted with each proposal if the proposal amount is equal to, or exceeds \$100,000.)

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

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

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

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C.A. 3801, *et. seq.*, apply to this certification and disclosure, if any.

Proposer Name: _____

By: _____

Date: _____

Name: _____

Title: _____