

REQUEST FOR PROPOSALS FOR METRO TRANSIT MOBILE APP

Contract Number: 20P101

Issue Date: August 7, 2020

Proposals Due: September 4, 2020 at 5:00 PM Local Time

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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: Metro Transit is seeking proposals, including information and pricing, from qualified vendors to provide a mobile app providing a ticketing solution and other features. Proposals should include setup and support services and details to enable customers to purchase mobile tickets for use on Metro Transit buses and trains. Customers traveling on Metro Transit bus and rail in the Minneapolis and St. Paul seven-county Metropolitan area will use mobile tickets for immediate boarding. Metro Transit officials must be able to quickly electronically validate or visually verify legitimate tickets presented by the customer, preventing use of duplicates/counterfeits/screenshots.

The ticketing system should provide Metro Transit customers an online solution to purchase tickets then activate tickets on a smart phone or other mobile device. Mobile ticketing provides availability for ticket purchases for any existing or future products. The ticketing program should offer customers the ability to easily make simple, secure, credit/debit card purchases using common desktop internet browsers and have those tickets be sent to a mobile app. Options for other ways to purchase tickets to be used on the app are welcome as well. All financial transaction related to the app/ticketing across all implementations must be PCI certified.

The Council's standard contract language is released as part of the RFP. Any proposed exceptions to the standard contract should be included in a separate appendix labeled, "Request Contract Exceptions." This can include a example or template of a standard service level agreement.

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 – j). 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;
- (i) Disclosure of all actual, potential, and perceived conflicts of interest and adequate mitigation if applicable; and
- (j) 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	August 7, 2020
Pre-Proposal Meeting	August 20, 2020 at 10:00 AM CDT
Questions Due	August 24, 2020
Proposal Due Date	September 4, 2020 at 5:00 PM
Award Date	December 2020

A pre-proposal meeting will be held on August 20, 2020 at 10:00 a.m. CDT by Webex. Please contact the RFP administrator to request the link.

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 3 million people in 7 counties and 186 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. Guiding this work is the Council's regional development guide, called *Thrive MSP 2040*. *Thrive* is a policy plan that state law requires the Council to prepare at least every 10 years as a framework for the metropolitan area's "orderly and economical" development.

Thrive identifies five regional outcomes to achieve:

- Stewardship – responsibly managing the region's natural and financial resources
- Prosperity – fostering investments in infrastructure and amenities that strengthen the region's economic competitiveness
- Equity – connecting all residents to opportunity and creates viable housing, transportation, and recreation options for people of all races, ethnicities, incomes, and abilities
- Livability – creating the places and infrastructure that enhance the quality of life of the region's residents
- Sustainability – preserving the region's capacity to maintain and support its well-being and productivity for generations to come

Thrive serves as a foundation for coordinated and consistent planning between regional and local governments. This coordination, in turn, helps achieve the regional outcomes that *Thrive* affirms.

From *Thrive*'s overall policy direction, the Council 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 84 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 units:

- 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:

Name: Robert Carey
 Phone: 651-602-1062
 E-mail: robert.carey@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 **July 20, 2020. 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

- Proposals must be submitted in both hard copy and electronic formats and must contain exactly the same information. **One (1) original paper copy, and One (1) electronic copy (on USB flash drive) of the proposal are required.**

Paper copy proposals must be submitted on 8-1/2" x 11" size paper (11" x 17" pages may be used intermittently as appropriate for charts, schedules, etc.). The Council encourages the use of recycled paper for proposals. Electronic copy proposals should be assembled as a single, searchable and printable PDF and should be bookmarked.

- All proposals must be clearly marked "20P101, 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:

Robert Carey
Metropolitan Council
Proposal for "20P101, Mobile App" enclosed
390 N Robert St
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. Proposal Document

- A statement of qualifications and relevant firm experience.
- A detailed work plan addressing each of the tasks in the Scope of Work.

B. Proposer Certifications

1. 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)
2. 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).
3. Subcontractor Information Form (section 18)
4. Disclosure and Certification Regarding Conflict of Interest (section 12)

C. Price Proposal

A detailed price proposal executed by an officer of the proposing firm

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 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. CONFLICT OF INTEREST

A. Definition of Personal Conflict of Interest

A "personal conflict of interest" exists when (1) a Council employee or officer, or an employee or officer of any agency interested in this Contract, and any people closely related to such employees or officers, has a financial interest in the Proposer's business or this Contract; or (2) a person associated with the Proposer has an interest which would conflict in any manner or degree with the Proposer's performance of this Contract.

B. Definition of Organizational Conflict of Interest

An "organizational conflict of interest" occurs when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity. When the Proposer is unable, or potentially unable, to provide impartial or objective assistance or advice to the Council due to other activities, relationships, contracts, or circumstances.
2. Unequal Access to Information. The Proposer has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
3. Biased Ground Rules. During the conduct of an earlier procurement, the Proposer has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

C. Disclosure and Mitigation of Actual, Potential, and Perceived Conflicts of Interest

Each Proposer must determine whether any actual, potential, or perceived conflicts of interest will exist if the Council awards a contract to the Proposer under this solicitation. Proposers are required to submit the Disclosure and Certification Regarding Conflict of Interest form included in this solicitation to certify, to the best of its knowledge and belief, that either: (1) the Proposer has determined that there are no relevant facts or circumstances which could give rise to conflicts of interest; or (2) the Proposer has determined that one or more conflicts of interest exist. If one or more conflicts of interest exist, the Proposer must provide a mitigation plan. Provisions will be included in the contract for this Project imposing continuing obligations on the successful proposer to disclose to the Council all conflicts of interest which may be later

discovered and consequences which may arise from such a situation; and requiring the successful Proposer to cooperate with the Council in the elimination of any conflicts of interest.

D. Mitigation or Neutralization of Conflicts of Interest

The Council, in its sole discretion, will determine whether a conflict of interest exists, whether a conflict of interest has been sufficiently mitigated, or whether a conflict of interest cannot be mitigated. For additional information, please see: the Council's Conflict of Interest Guidelines, available online at: <https://metro council.org/About-Us/What-We-Do/DoingBusiness/Contracting-Opportunities/Conflict-of-Interest-Guidelines-and-Disclosure-of.aspx>; 49 C.F.R. 19.43; 2 C.F.R. 200.319(a)(5); and the Federal Transit Administration Circular 4220.1F Chapter VI paragraph 2(a)(4)(h), Rev. 4, 3/18/2013.

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

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

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 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 forty (40) or more 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 forty (40) or more 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
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7	Disclosure and Certification Regarding Conflict of Interest	12

1. SCOPE OF WORK

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

Contract Number: 20P101 **Project Name:** Metro Transit Mobile App

SCOPE OF WORK

Metro Transit is seeking proposals, including information and pricing, from qualified vendors to provide a mobile app providing a ticketing solution and other features. Proposals should include setup and support services and details to enable customers to purchase mobile tickets for use on Metro Transit buses and trains. Customers traveling on Metro Transit bus and rail in the Minneapolis and St. Paul seven-county Metropolitan area will use mobile tickets for immediate boarding. Metro Transit officials must be able to quickly electronically validate or visually verify legitimate tickets presented by the customer, preventing use of duplicates/counterfeits/screenshots.

The ticketing system should provide Metro Transit customers an online solution to purchase tickets then activate tickets on a smart phone or other mobile device. Mobile ticketing provides availability for ticket purchases for any existing or future products. The ticketing program should offer customers the ability to easily make simple, secure, credit/debit card purchases using common desktop internet browsers and have those tickets be sent to a mobile app. Options for other ways to purchase tickets to be used on the app are welcome as well. All financial transaction related to the app/ticketing across all implementations must be PCI certified.

BACKGROUND

The Metropolitan Council's Transportation Division operates, administers and coordinates public transit services in the Twin Cities metropolitan area. Two units of the Council's Transportation Division – Metro Transit (MT) and Metropolitan Transportation Services (MTS) – carry out the transit programs.

Metro Transit has over 900 buses in service during peak hours. Metro Transit also has two light rail lines (Green and Blue Lines), one commuter rail line (Northstar), and two arterial bus rapid transit (BRT) lines, the A Line and the C Line. Considerable transit expansion will be occurring in the next five years as Metro Transit expands both its bus and rail networks.

In 2019, Metro Transit provided nearly 78 million rides. More than 30% of Metro Transit rides are taken on the rail system, with remainder taken by bus.

The current base fare structure is as follows:

Cash Fares Fare/Cost (Full-Fare)

Local Off-Peak	\$2.00
Local Peak	\$2.50
Express Off-Peak	\$2.50
Express Peak	\$3.25

Additional discounted and rail distance-based fares that can be found at www.metrotransit.org/fares.

There are four other transit service providers in the region: Minnesota Valley Transit Authority (MVTA), SouthWest Transit (SWT), Plymouth Metrolink, and Maple Grove Transit. Metro Transit provided approximately 85% of all regional transit rides in 2019.

Metro Transit uses various fare systems to collect fares from customers depending on their mode of transit. Metro Transit uses a smart card known as the “Go-To Card.” Go-To Cards account for nearly 60% of all fare payments. Cash accounts for about 15% of payments, with the remainder of payments being comprised of mobile tickets, coupons, tokens, and other forms of payment. Fares and fare products are standardized throughout the region and accepted across all providers, including mobile tickets.

Metro Transit accepts cash fares on buses through a GFI Cents-A-Bill or a FastFare farebox and accepts credit card and cash payments on rail platforms through a Cubic Transportation Systems ticket vending machine (TVM). Metro Transit also uses a Flowbird TVM (Strada model) to collect cash and credit fares on the A Line and C Line arterial BRT transitways.

The Transit Assistance Program (TAP) is a critical program and ticketing option to integrate into the mobile ticketing platform. Currently, TAP fares are only available through the Go-To Card, but will be offered eventually through mobile ticketing. In addition to offering TAP tickets in the app, the platform should, in the future, be able to interface with third-party health and human services software systems that can verify users’ eligibility for discount programs.

Metro Transit currently provides customers an option to purchase full fare mobile tickets on the Metro Transit Mobile App. moovel is the current mobile ticketing and mobile app provider for Metro Transit. The new app solution being procured here will replace the current system from moovel.

The current app continues to show strong year over year growth and sold approximately 5% of all fares used by customers for a total value of approximately \$4.2 million in 2019. Since launching in 2016, the app sales have grown 50% a month year over year and we expect to see this level of growth continue.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A pre-proposal (phone) conference and/or deadline for written questions is set.
3. Proposals will be received from each offer or in a sealed envelope or package.

4. All proposals must be received by Metro Transit Purchasing Dept. no later than the date and time specified on the cover sheet of this RFP.

5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.

6. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offer and its staff, and cost.

Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to Metro Transit.

7. Vendors are cautioned that this is a request for offers, not a request to contract, and Metro Transit reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of Metro Transit.

PROPOSAL REQUIREMENTS

The response to this RFP shall consist of the following sections:

- Corporate Background and Experience
- Financial Statement
- Project Staffing and Organization
- Technical Approach
- Outsourcing
- Cost Proposal

1. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included. Minnesota institutions and agencies are of particular interest. Vendors applying must have a mobile ticketing app in market with a public transit agency in the United States.

2. Financial Statement

The vendor's most recent audited financial statement or similar evidence of financial stability shall be provided.

3. Project Staffing and Organization

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

The vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4. Technical Approach

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

5. Outsourcing

The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States, and METRO TRANSIT will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of Metro Transit.

For any proposed or actual utilization or contract performance outside of the United States, the offeror's proposal must include:

- a) The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates, or any subcontractors.

6. Cost Proposal

The Cost Proposal shall be submitted and contain:

- Personnel costs (including hourly rates and total hours)
- Travel and Subsistence Expenses (if any)
- Subcontractor Costs (if any)
- Other Costs (e.g., office expenses)
- TOTAL COST: A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated.

Requirements

1. The contract awarded will be a non-exclusive, three-year agreement with two additional one-year Metro Transit options, for a total of five years. Contract year will be 12 months from the date of execution.
2. The contract awarded will authorize the vendor to sell transit tickets to the public. Metro Transit reserves the right to continue to sell tickets, including mobile tickets, and other fare products through existing and new sales channels without incurring any additional fees.

3. Vendor proposals shall include information on their preferred payment processor and whether they have the ability to integrate with Metro Transit's current processor, Elavon.
4. All funds collected via the app will be deposited directly into Metro Transit bank accounts through a secure authorized Gateway
5. Selected vendor must be able to reasonably match the current mobile app ticket designs and features.
6. Tickets must be able to be purchased at any time with constraints on when they can be activated. For example, non-rush hour tickets can be purchased during rush hour, but not activated as described.
7. All ticket purchases must take place in a PCI compliant environment.
 - a. Online purchases and vendor website must be PCI compliant and able to meet State of Minnesota and/or other government standards.
 - b. Vendor must have their own PCI certification and will be required to submit PCI certification documents annually.
8. Payment options must allow for credit card, PayPal, Google/Apple pay if using a vendor-provided payment gateway.
9. Where applicable. secure online transactions with equipment compatible with current operating systems including Edge, Google Chrome, Firefox, and Safari.
10. Tickets must be available for activation when off-line/no data connection is present.
11. Mobile ticketing solution must allow for single and multiple ticket purchases and activations for groups of up to four people on a single ticket.
12. Mobile ticketing solution must offer the ability to sell tickets in non-Metro Transit apps, including but not limited to Google, Transit App, etc. via ticketing API.
13. GPS location data shall be recorded and provided for all ticket activities (purchase, initial ticket activation, transfers/additional opening of an active ticket, etc.) provided location is enabled on the mobile phone.
14. Tickets will be visually validated, and ticket design must include fraud prevention features (animation, time, etc.)
15. Selected vendor must be able to sell current ticket classes and mode types present in Metro Transit's current mobile app and must be able to rush-hour/non-rush hour ticket use restrictions and weekday/weekend fare structure as well as other time restrictions in the future.
16. Mobile tickets must display ticket information (date/time valid, ID requirements, etc.) in the ticket purchase flow before ticket is purchased.
17. Tickets must show expired status in a way that is visually different from a valid, active ticket.
18. The mobile ticket solution shall provide alternate ways to send tickets (i.e. via website, SMS or email) to users and non-users (i.e. those without the app already installed and/or without an account)
19. Ability to send ticket/pass to a customer as a refund as compensation to resolve a customer complaint.
20. Must use Metro Transit account credentials to provide a single sign on-like experience for the customer (i.e. cannot have different username/password than the account.metrotransit.org credentials) via account.metrotransit.org API.

21. The ticketing app (and web pages when applicable) must be customizable and must be capable of adhering to Metro Transit branding standards. This includes the ability to add graphics, alter text and hyperlink content.
22. App will be subject to Metro Transit Information Services and Creative Services guidelines.
23. The software application will be hosted by the awarded Vendor.
24. Vendor will allow connect to the Metro Transit's web services and APIs where applicable. The connection must meet the requirements as specified in detail by Metro Transit.
25. The Vendor must also provide hardware and software requirements in its response.
26. The vendor must provide the upfront cost along with the annual cost within its proposal.
27. Vendor will authorize and assist in developing connectivity to other event-related websites or apps such as the Minnesota State Fair, Minnesota Twins and Minnesota Vikings official websites/apps.

Other Required Features

1. Link to Metro Transit webpages/tools
 - a. Trip Planner
 - b. NexTrip
 - c. Schedules & Maps
 - d. Alerts
 - e. Go-To Card
 - f. Guaranteed Ride Home
 - g. Carpool
2. Integrate Text for Safety in the same or similar manner
 - a. Currently links to the phone's native SMS app with the number pre-populated
3. Ability to use tickets/pass as original boarding and subsequent transfers with-in specified period. Current transfer is valid for 2 ½ hours. Original boarding and transfer data tracking in account history and data reports.
4. Ability to electronically send tickets to customers to resolve customer complaints.
5. Ability to easily refund tickets to customers when necessary.
6. Ability to transfer tickets from the purchase device to another mobile device using the same account (i.e. user gets a new phone and needs to transfer tickets).
7. Support of native device (iOS and Android) Foreign Languages settings. Preferred languages to support are Vietnamese, Somali, Spanish, Hmong, Karen. Provide for additional languages.
8. Support for native device screen reader tools (iOS VoiceOver and Android TalkBack required).
9. Provide option for creating separate app branding (with the same ticket) for regional providers including Minnesota Valley Transit Authority (MVTA), SouthWest Transit, Maple Grove Transit, and Plymouth Metrolink. Provide details on how and if this separate branding is possible.

10. Must allow for full sales reconciliation of daily, monthly sales
11. Must allow for customer access to review, edit and tickets on a phone (i.e. recall tickets from another device they used previously, store tickets and view without using them)

Integration with existing systems - Optional

1. Detail current or possible plan to integrate mobile fare payments with existing fare collection systems including Genfare, Cubic, Parkeon/Flowbird or with recommended new system to electronically validate and record mobile fare payment boarding and transfers.
2. Detail plan to provide both visual fare payments for Bus Rapid Transit/rail and electronically validated fare payments for fixed route buses. Must be available day one.
3. Electronic validation may start day one or included in a future upgrade.

Additional Optional Items (Please explain any you wish to propose)

- Ability for non-visual validation
- Third-party mobility provider integration
- Ability to offer discounts/free tickets by code or to authorize devices for a special fare
- Allow for sharing of tickets under a parent/child relationship (i.e. send a ticket from one account to another)
- Ability for additional payment options for cash users/non-banked users

Sample COST PROPOSAL

Base Price per ticket and/or annual ticketing fee _____
(Per year for first three years)

Minimum annual Ticket Sales (if any) _____
(No extra cost exceeding minimum) (Number of tickets - No added fee)

Extra cost for not exceeding minimum sales _____

Estimated Equipment costs (including hardware/software)

Fare Inspection Scanners (ea.) _____

Onboard bus validators (ea) *if available* _____

Off board platform validators (ea) *if available* _____

Other equipment _____

Training

Cost of training including travel expenses _____

Support costs and fees

Software/Programming Support

One-Time Set-up cost (if any) _____

Number of support hours included at no charge _____
of hours

Annual cost for software programming support _____

Annual cost Includes (# of support hours) _____

Cost per hour for additional support _____

Cost per hour exceeding annual _____

Annual Licensing Fees (if any) _____

Other fees (specify)

TOTAL Estimated Annual Cost (for first three years)

Base Price for first 1 year optional extension _____

TOTAL Estimated Annual Cost (for First Year Extension)

Base Price for second 1 year optional extension

TOTAL Estimated Annual Cost (for Second Year Extension)

TOTAL Five Year Contract Cost

(TOTAL Estimated Annual cost x 3 + first year extension + second year extension)

COST PROPOSAL/EXECUTION OF PROPOSAL By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The vendor is aware of prevailing conditions associated with performing these services.

The vendor can and will provide the specified performance bond or alternate performance guarantee *(if applicable)*.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the subject services for a **cost not to exceed \$** _____ . **Vendor fills in Base Price.**

Will any of the work under this contract be performed outside the United States?

Yes _____ No _____

(If yes, describe in technical proposal.)

VENDOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____ E-MAIL: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

BY:

TITLE:

DATE:

(Signature)

(Typed or printed name)

BY:

TITLE:

DATE:

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL. Unsigned proposals will not be considered.

Solicitation Title / Type of Services:

On-Line Sale Ticketing Software, Equipment, and Support
VENDOR;

City & State: _____

Location(s) from which services will be performed by the contractor:

Service City/Providence/State Country

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

Location(s) from which services will be performed by subcontractor(s):

Service Subcontractor City/Providence/State Country

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

(Attach additional pages if necessary.)

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: _____

**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 _____ 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: _____.

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 will pay CONTRACTOR on the basis of the fee schedule attached as Exhibit B ("Contractor Fee Schedule").

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 will set forth the following information:

- a. The Contract number.
- b. A list of each item of service on the Fee Schedule which was performed, the date or dates the item of service was performed, and the cost for each item of service in accordance with the Fee Schedule.
- c. The total sum chargeable for the month against the Contract.
- d. Milestone or percentage of whole payments cannot exceed actual costs

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 _____, 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. If hauling pollutants, pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached;
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.

5. Contractor's Pollution Liability (CPL). Required for any work involving excavation or boring. If required, coverage shall include bodily injury, property damage, including loss of use of property, clean-up costs, defense (including costs and expenses incurred in the investigation, defense, or settlement of claims), products and/or completed operations, and contractual liability. Coverage shall also be provided for transport of waste and non-owned disposal sites, if Consultant is disposing of waste, the following shall be provided:
- a. The COUNCIL shall also be listed as additional insured on such policy.
 - b. If CPL policy is written on a claims-made basis, then retroactive date must precede the earlier of either i.) the effective date of this contract, or ii.) the date work begins, and shall provide an extended reporting period

If CONSULTANT utilizes a sub-contractor for any excavation or boring, CONSULTANT may satisfy this CPL requirement by requiring its sub-contractor to provide such coverage, provided that the coverage and limits be no less than required in this section.

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.
- 5. Contractor's Pollution Liability (CPL), if applicable, with a limit not less than \$5,000,000 each claim.

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.

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. With the exception of Workers' Compensation and Professional Liability, 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:
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. With the exception of Professional Liability, 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

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 laws.

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® 2007 or newer
- Spreadsheet files: Microsoft® 2007 or newer
- Database files: Microsoft® 2007 or newer
- 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 [RESERVED]

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. CONFLICTS OF INTEREST

15.01 Definitions.

An "organizational conflict of interest" occurs when any of the following circumstances arise:

- a. Lack of Impartiality or Impaired Objectivity. When the CONTRACTOR is unable, or potentially unable, to provide impartial or objective assistance or advice to the COUNCIL due to other activities, relationships, contracts, or circumstances.
- b. Unequal Access to Information. The CONTRACTOR has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. Biased Ground Rules. During the conduct of an earlier procurement, the CONTRACTOR has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

A "personal conflict of interest" exists when: (1) a COUNCIL employee or officer, or an employee or officer of any agency interested in this Contract, and any people closely related to such employees or officers has a financial interest in the CONTRACTOR's business or this Contract; or (2) a person associated with the CONTRACTOR has an interest which would conflict in any manner or degree with the CONTRACTOR's performance of this Contract.

15.02 Certification. The CONTRACTOR certifies that, to the best of its knowledge and belief, and except as disclosed in its proposal, there are no relevant facts or circumstances which could give rise to a personal or organizational conflict of interest in connection with this Contract. The CONTRACTOR further certifies that: (1) no one except the CONTRACTOR's bona fide employees or designated agents or representatives 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) the CONTRACTOR and its agents, employees, and representatives have not offered or given, and will not offer or give any gratuities, gifts, favors, entertainment, or offers of employment to any official, member, or employee of the COUNCIL or other governmental agency to secure this Contract or to secure favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performance of this Contract.

15.03 Conflicts During the Term. If the CONTRACTOR learns of facts or circumstances which could give rise to a conflict of interest during the term of this Contract, the CONTRACTOR will immediately notify the COUNCIL in writing. The notice must include a full disclosure and the CONTRACTOR's proposal for avoiding, mitigating, or neutralizing the conflict. The COUNCIL retains the right to take other appropriate action to eliminate the organizational conflict of interest and the CONTRACTOR shall cooperate as reasonably requested by the Council. If, in the Council's sole discretion, the conflict of interest cannot be adequately avoided, neutralized, or mitigated the Council may cancel this Contract. If the Council determines, in its sole discretion, that the CONTRACTOR was aware of any conflict of interest described in this section prior to award and execution of this Contract, and failed to disclose it, the COUNCIL may terminate this Contract for default.

15.04 Flow Down. The provisions of this clause must be included in all subcontracts for work to be performed under this Contract, with the terms "Contract," "CONTRACTOR" and "COUNCIL" modified appropriately to preserve the COUNCIL's rights.

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:

By:

(Please print name legibly below)

Its:

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**

EXHIBIT C

Security and Data Protection

The Contractor is responsible for the security and protection of any data collected, created, received, maintained or disseminated by the Council or created by the Contractor for the Council under this Agreement. The terms of this Exhibit survive the expiration, cancellation, or termination (collectively, "completion") of this Agreement.

1. Definitions
 - a. **Cloud Computing:** has the meaning given in the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at:
<http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>
 - b. **Confidential Information:** all information that is or could be not public data under Minnesota Statutes, section 13.02, subdivision 8a. "Confidential Information" may include any information disclosed in written, oral, electronic, visual, or other form by the Council, regardless of whether the disclosed information is marked as "Confidential" or otherwise identified as not public data at the time of disclosure.
"Confidential Information" does not include data which the Contractor's written records demonstrate are: (1) rightfully in the Contractor's possession before receipt from the Council and free of any confidentiality obligation; or (2) developed or received from a source other than the Council without use or reference to the Council's Confidential Information.
 - c. **Council Data:** all data collected, created, received, maintained or disseminated by the Council or created for the Council under this Agreement, regardless of its physical form, storage media or conditions of use.
 - d. **Industry Standards:** generally recognized industry standards include the following:
 - i. Center for Internet Security - see <http://www.cisecurity.org>
 - ii. Payment Card Industry/Data Security Standards (PCI/DSS) – see <http://www.pcisecuritystandards.org/>
 - iii. National Institute for Standards and Technology - see <http://csrc.nist.gov>
 - iv. Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov>
 - v. Organization for the Advancement of Structured Information Standards (OASIS) – see <http://www.oasis-open.org/>
 - e. **MGDPA:** the Minnesota Government Data Practices Act, Minnesota Statutes ch. 13
 - f. **Unauthorized Access:** the unauthorized use, disclosure, access, modification, or destruction of data or interference with systems operations, including improper or unauthorized disclosure, access to or alteration of Confidential Information; improper or unauthorized access to or alteration of public data; and incidents in which the confidentiality of data maintained by the Contractor is breached. This includes a violation of the Minnesota Government Data Practices Act (Minnesota statutes ch. 13) or any applicable privacy requirements under state or federal law, rule, or regulation.
2. Ownership. The Council retains sole ownership, including all rights, title, and interest, whether express or implied, in all Council Data. If the agreement is terminated as a result

of a breach by either Party, at the Council's request the Contractor must return or destroy Council Data in accordance with section 12 of this Exhibit.

3. Confidentiality. The Contractor will at all times maintain, and cause its employees, agents, subcontractors, suppliers, and affiliates to maintain the confidentiality of all Confidential Information. The Contractor will not disclose, sell or otherwise convey any Confidential Information to any unauthorized persons or entities. The Contractor will exercise all applicable Industry Standard precautions to prevent access to such Confidential Information by any person other than those agents, employees, subcontractors, suppliers or affiliates who must have access to perform their obligations under this Agreement.
4. Data Use. The Contractor will use data created for or provided by the Council solely to fulfill its contractual obligations and responsibilities. The Contractor will not use Council Data, including production data, for testing, development, or any other unauthorized purpose.
5. Data Storage. If the Contractor collects and stores data, the Contractor certifies it has implemented and will maintain Industry Standard procedures to segregate Council Data from non-Council data, unless authorized in writing by the Council. The Contractor will store, process, and maintain all Council Data on servers in the United States. Without prior written approval from the Council's Information Services Technology Security Officer, the Contractor will not process or transfer Council Data to any portable computing device or any portable storage medium, unless the Contractor uses that storage medium as part of the Contractor's designated backup and recovery processes and the data are encrypted as required by Section 7 of this Exhibit.
6. Data Security. The Contractor agrees to preserve the confidentiality, integrity, and accessibility of the Council's data with administrative, technical, and physical measures that conform to Industry Standards and best practices. Maintenance of secure storage, processing, production, and development environments by the Contractor includes the Contractor timely applying patches, fixes and security updates to operating systems and applications.
7. Data Encryption. The Contractor must encrypt all Council Data at rest and in transit, in compliance with FIPS Publication 140-2 or similar encryption method, or applicable law, regulation or rule, whichever is a higher standard. The Contractor must use encryption keys that are unique to Council Data. The Contractor can only access encryption keys to Council Data as necessary for performance of this Agreement.
8. Data Transmission. The Contractor agrees that all electronic transmission or exchange of system and application data with the Council and any other parties permitted under this Agreement must occur using secure means (using HTTPS or SFTP or equivalent). The Contractor agrees that all data exchanged must be used only for the purposes permitted in this Agreement. The Contractor will not distribute, repurpose, or share Council Data across other applications, environments, or business units of the Contractor. The

Contractor further agrees not to transmit, exchange or otherwise share Council Data except with the prior written agreement of the Council.

9. Network Security. The Contractor will at its expense maintain network security that conforms to Industry Standards, including an annual third-party vulnerability assessment on where Council Data resides.
10. Financial Data. If the Contractor has access to, or will collect, access, use, store, process, dispose of or disclose credit, debit, or other payment cardholder information, the Contractor must at the Contractor's sole cost and expense:
 - a. Comply with Payment Card Industry Data Security Standard (PCI DSS) requirements, including promptly implementing all procedures and practices necessary to remain in compliance with changes to the PCI DSS.
 - b. Use strong encryption and certificate-based authentication on any server hosting online and e-commerce transactions with the Council ensuring the confidentiality and non-repudiation of the transaction while crossing networks.
 - c. Provide annual PCI attestation during the term of the contract.
11. Subcontractors and Third Parties. The Contractor will not transmit, exchange, or otherwise provide Council Data to subcontractors and other parties except with the prior written agreement of the Council. Except as otherwise agreed to in writing by the Council, the Contractor will require any contractors, subcontractors, agents, suppliers or others to whom the Contractor provides Council Data to agree in writing to be bound by the terms of this Exhibit .
12. Return and Destruction of Council Data. On completion of this Agreement for any reason, Contractor must at its expense do the following:
 - a. Return all Council Data to the Council in a format and media specified by the Council.
 - b. After receiving written authorization from the Council, the Contractor must within 90 days sanitize and destroy any Council Data (including backups) at the Contractor's expense according to current Industry Standards. Within 14 days after any sanitization and destruction of data under this section, the Contractor must certify in writing to the Council that the sanitization and destruction occurred.
13. Compliance with Data Privacy and Security Laws and Standards. The Contractor must comply with all applicable State and Federal data privacy and data security laws, rules, and regulations. The Contractor must comply with the MGDPA as it applies to all Council Data. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the Council Data.
14. Notice of Unauthorized Access. The Contractor must notify the Council by telephone and email, within 24 hours of discovery, of any instance of Unauthorized Access, attempted

unauthorized access, or other compromise of Council Data.

15. Insurance. In addition to any other insurance required under this Agreement, the Contractor must maintain the insurance described below in force and effect throughout the term of this Agreement.

Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy must provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to this Agreement.

The Contractor is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and the Contractor must notify the Council of the amount of the deductible. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Contractor shall maintain such insurance for a period of at least 3 years after expiration or termination of this Agreement. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

The Contractor's insurance is primary insurance to any other valid and collectible insurance available to the Council with respect to any claim arising out of the Contractor's performance under this Agreement. If the Contractor receives a cancellation notice from an insurance carrier affording coverage, the Contractor must notify the Council within 3 business days with a copy of the cancellation notice, unless the Contractor's policy contain a provision that coverage will not be cancelled without at least 30 days' advance written notice to the Council. The Contractor is responsible for payment of insurance premiums and deductibles related to this Agreement. If the Contractor is self-insured, a Certificate of Self Insurance must be provided to the Council. The Contractor must get insurance from insurance companies with an "AM BEST" rating of A-; Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

Notwithstanding any limitation of the Contractor's liability in the Agreement, the Contractor is liable for damages falling under its Network Security and Privacy Liability coverage to the extent the damages are within the insurance limit. The Contractor's insurance requirements in no way limit the Contractor's liability.

16. Audits and Remediation
 - a. Contractor Audits and Remediation. The Contractor must audit the security of the systems and processes used to provide any cloud computing and hosting services to the Council. The security audit must: (1) occur at least annually while this Agreement is in effect; (2) comply with the Statement on Standards for Attestation Engagements (SSAE), 16 Service Organization Control (SOC) 2, International Organization for Standardization (ISO) 27001, or FedRamp; (3) be performed by third party security professionals at the Contractor's expense; (4) generate an audit report ("Contractor Audit Report)." The

Contractor may use an audit performed for other purposes to satisfy this section as long as the audit meets all of the requirements of this section. The Contractor must provide a copy of the Contractor Audit Report to the Council upon request. To the extent permitted by law, the Council will treat the Contractor Audit Report as confidential information and nonpublic data under the MGDPA.

If the Contractor is using cloud computing or hosting services providers to store Council Data, for all Council Data that is stored by these providers the Contractor may satisfy this section by certifying and providing written documentation that its cloud computing and hosting services providers have conducted their own audits that comply with this section.

- b. Council Audit. The Council may conduct a security review of the Contractor's security program and compliance with the terms of this Exhibit. At the Council's request, the Contractor will provide copies of its data privacy and security policies and procedures that apply to Council Data. Subject to reasonable notice, the Contractor will allow the Council and its designated agents to conduct a privacy and security audit of the Contractor's security program, policy, systems, and procedures that are applicable to the services provided by the Contractor to the Council. The Council may conduct the audit on-site by the Council's using the Council's personnel or third party assessors, and through surveys and interviews. The Contractor must assist and cooperate in any Council audit.
- c. Remediation. If the Contractor has any security audits or review of its own systems performed by the Contractor or a third party, including vulnerability and penetration assessments, the Contractor must promptly notify the Council of any findings that could adversely impact Council Data. The Contractor will keep the Council timely informed of its remediation efforts. If the audit reveals any vulnerability, the Contractor must correct the vulnerability at its sole cost and expense and must certify to the Council in writing that the vulnerability has been corrected. The Contractor will use its best efforts to correct all vulnerabilities identified by the Contractor, the Council, or a third party immediately but no later than 30 days after completion of the audit, unless otherwise agreed to in writing by the Council.

17. Connected Device Requirements.

- a. Password Requirements Unless the Council modifies this requirement in writing, the Contractor must provide Connected Devices that allow the Council to do the following:
 - password protect the device;
 - change all passwords including default passwords and operating system-level passwords for Telnet and SSH logins; and
 - set a password with at least [8/15] characters including upper and lowercase letters, numbers, and special characters.

The Contractor will give the Council instructions on how to change and reset passwords.

- b. Vulnerabilities. If Contractor becomes aware of any potential security vulnerability in a Connected Device, Contractor must immediately notify the Council of the vulnerability and as soon as reasonably possible give the Council a full description of the nature of the vulnerability. If the vulnerability can be corrected with updated firmware, the Contractor will as soon as reasonably possible provide the Council with updated firmware that addresses the vulnerability.
 - c. Updates. The Contractor must provide Connected Devices with the most recent high and medium hardware, application firmware, patches, and operation system versions. The Contractor must provide the Council all high and medium hardware, application firmware, patches and operating system updates for Connected Devices throughout the term of this agreement.
 - d. Intellectual Property. Contractor will save and protect, hold harmless, defend and indemnify the Council and its members, agents, and employees against any and all claims, expenses (including attorney fees), losses, damages, or lawsuits arising out of or resulting from, whether in whole or in part, an allegation that a Connected Device or its software infringes a third party's intellectual property rights.
18. HIPAA. If the Agreement involves accesses, using, collecting, transferring or storing data subject to HIPPA, Contractor must protect such data in accordance with HIPAA and Contractor must sign and adhere to a Business Associate Agreement.

4. AFFIRMATIVE ACTION CERTIFICATION STATEMENT

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

Proposer Company Name: _____

Contract Number: 20P101 **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"/>	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: <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; orb. 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"/>	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: <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; orb. certification that the business is in compliance with federal affirmative action requirements; orc. certification that the business's primary place of business is not in the United States; ord. certification that the business did <u>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:20P101

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"/>	<p>The business executing this certification <u>has 40 or more</u> 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:</p> <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 §363A.44, Subd.1; and 5. How often wages and benefits are evaluated to ensure compliance with the laws cited in Minn. Stat §363A.44, Subd. 2(a) (5). <p>Note: Prior to execution of any agreement greater than \$500,000 arising out of this procurement, the Proposer must provide the Council with a copy of its currently effective Equal Pay Certificate pursuant to Minn. Stat. § 363A.44. An Equal Pay Certificate is also required if a subsequent modification to the contract increases the total amount of the contract to greater than \$500,000.</p>
<input type="checkbox"/>	<p>The business executing this certification <u>did not have 40 or more</u> 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.</p>

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:20P101 **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. Disclosure and Certification Regarding Conflict of Interest

(See Proposal Instructions, Section 12, for more information.)

Name: _____ (the "Proposer")

Relationship: _____
(i.e. contractor, consultant, subcontractor, etc.)

An "organizational conflict of interest" occurs when any of the following circumstances arise:

- a. **Lack of Impartiality or Impaired Objectivity.** When the Proposer is unable, or potentially unable, to provide impartial or objective assistance or advice to the COUNCIL due to other activities, relationships, contracts, or circumstances.
- b. **Unequal Access to Information.** The Proposer has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. **Biased Ground Rules.** During the conduct of an earlier procurement, the Proposer has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

1. Certification. The Proposer hereby acknowledges that it has read the Conflict of Interest Guidelines included in the solicitation and has, to the best of its knowledge and belief:

(Choose One)

_____ Determined that there are no relevant facts or circumstances which could give rise to conflicts of interest. (Proposer may provide an explanation or any supporting documentation).

OR

_____ Determined that a potential organizational conflict of interests exists. Proposer must sign this certificate and provide a Mitigation Plan using the Council's attached approved template (see attached).

2. Flow-Down. The Proposer must include a signed copy of this certification form and any associated mitigation templates, for each of its first-tier subcontractors and subconsultants with the terms "contract," "Proposer," and "Council" modified appropriately to preserve the Council's rights. The Bidder or Proposer must submit all subcontractor forms to the Council.

3. Continuing Obligations. The Proposer has a continuing obligation to the Council to disclose conflicts of interest to the Council during the solicitation phase or, if awarded a contract, throughout the duration of the contract. During the solicitation, the Disclosure and Certification Regarding Conflict of Interest Form (s) and any related mitigation plan(s) must be submitted to the IFB or RFP Administrator. After the Council issues a Notice to Proceed, all documents must be submitted to the authorized representative designated by the Council.

By signing below, the Proposer certifies that the information contained in this form is accurate to the best of its knowledge, and that the Proposer agrees to comply with the requirements herein. The Proposer has a continuing obligation to the Council to disclose conflicts of interest to the Council during the solicitation phase or, if awarded a contract, throughout the duration of the

contract.

Signed: _____

Name: _____

Title: _____

Date: _____

Metropolitan Council Mitigation Plan Template Form

Instructions for Preparation of a Mitigation Plan Template Form

Each Mitigation Plan should be thorough, detailed, and substantive, to allow the Council to adequately evaluate whether it can mitigate an organizational conflict of interest. If Proposer is aware of a potential conflict of interest - Proposer must provide a mitigation plan using this template and any associated documents to the Council. Mitigation plans will be reviewed by Council staff. The Council reserves the right to negotiate or require additional mitigation prior to award if the Council deems additional mitigation steps necessary. The Council is not required to mitigate a conflict if a conflict of interest is determined to exist which cannot be adequately mitigated.

The Council requests mitigation plans be returned as soon as possible to appropriately mitigate any conflicts prior to solicitation. This is of importance when an Proposer has a potential conflict related to unequal access to information as those documents may be included in a solicitation to mitigate that conflict.

Project Name & Contract Number	Company	Contact information	Submitted by:

Signature and Title of Individual Submitting: _____ **Date:** _____

Nature of Conflict	Include detailed information on relationship and name of entity
Applicable Contract numbers	Include with the Council or any other entity
Personnel Involved & Extent of Involvement	Include amount of time that has passed between the end of the original contract or subcontract and this solicitation
Actions Taken to Mitigate Potential Conflict	

Section to be filled out by the Metropolitan Council's Procurement Department

Date Received	
Received By	