

REQUEST FOR PROPOSAL (RFP)
FINANCIAL MANAGEMENT SOFTWARE

ISSUE DATE: MARCH 20, 2026

PROPOSAL DUE DATE: MAY 15, 2026

TIME: 2PM CENTRAL DAYLIGHT TIME



Duluth Transit Authority
2402 West Michigan Street
Duluth, Minnesota 55806

Primary Contact:

Attn: Hector Born
Procurement Manager
Email: hborn@duluthtransit.com
Phone: 218-623-4329



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1 REQUEST FOR PROPOSAL (RFP)

Duluth Transit Authority (DTA) is soliciting sealed proposals from qualified VENDORS to provide a cloud-based financial management software solution to replace Microsoft Dynamics SL (mainstream support ends January 2024; extended support ends July 2028). The DTA has relied on this system for many years and finance and procurement leadership would like to use this as an opportunity to modernize financial operations. State and Federal Funds will be used for this project.

Contract Term and renewals:

- Section 12

Scope and Requirements:

- **ATTACHMENT A: Project Scope of Work**
- **ATTACHMENT B: Software Specifications**
 - Table 1 – Metrics & Data
 - Table 2 – Modules Desired by DTA
 - Charts 1-17 – Detailed Functional Requirements

Submission:

- Proposals must fully address **all items** identified in the Proposal Requirements section below.
- **Non-compliant proposals will be rejected.**
- DTA is not liable for proposal preparation costs.

DEFINITION OF TERMS

Whenever the following terms are used in this RFP, the intent and meaning of them shall be interpreted as follows:

- a) DTA, customer, buyer, agency, or Operator shall mean the DTA.
- b) Vendor, Proposer, or Contractor shall mean that firm subsequently receiving the Contract award.
- c) DTA Project Manager shall mean James Barg, Finance Director or designee.
- d) VENDOR Project Manager shall mean the VENDORS primary person responsible for the delivery and success of the delivery, deployment and operations of the project. The individual will serve as the primary liaison, coordinator, and communicator to DTA.
- e) Cloud-based ERP, ERP, Software, SaaS, Service, Solution can all be interpreted as interchangeable.



2 BACKGROUND

The DTA provides fixed-route and paratransit services for the Cities of Duluth, MN, Proctor, MN, and Superior, WI. We are a \$30MM non-profit public transit agency operating 95 vehicles across 16 fixed routes and a demand-response paratransit service. DTA employs approximately 190 staff, including drivers, mechanics, and administrative personnel. We are fully compliant with GASB 34/87, FTA, NTD, MnDOT, WisDOT and Single Audit requirements and use a 12-month calendar year (January–December).

Facilities:

- Central operations, maintenance, and finance at **2404 West Michigan Street, Duluth.**
- Two additional facilities: current transit center (with parking ramp) and former transit center.

Financial Structure:

- **Fund Accounting:** Three primary funds — Fixed Route, Paratransit, and Capital.
- **Revenue Sources:** FTA grants (5307, 5339), Internal POS (\$25K/month), Genfare farebox, Masabi online sales (\$25K/month), local match.
- **Capital Activity:** 3–5 major projects annually (e.g., bus procurement, facility upgrades). 2024 capital expenditures: \$2.2 million.
- **Current ERP:** Microsoft Dynamics SL 2018 (GL, AP, AR).

Finance Department:

- **Staffing:** Director of Finance, Assistant Director of Finance, Payroll Clerk.
- **Manual Processes:** Heavy reliance on Microsoft Excel for financial reporting, grant tracking, fixed asset registers, payroll allocations, revenue posting, and capital project monitoring.

Key Systems Impacting Financials and Reporting:

System	Function	Financial Reporting Impact
Trapeze	Driver timekeeping (hours, overtime, leave), bus scheduling, dispatch, mileage, trip counts	Source of 73% of payroll expense; no link to UKG or ERP; feeds NTD reporting
Vontas	CAD/AVL, APC, on-time performance, ridership, revenue hours/miles	Feeds NTD reporting, farebox recovery, FTA budgeting
Ron Turley & Associates (RTA) (Fleet 360 Gold Level)	Fleet maintenance: POs, parts and fuel inventories, work orders, PMs, parts/fuel/labor expense tracking	Significant stats, GL balances; POs issued, in RTA → manual re-entry into ERP and reports
Genfare	Fare collection (cash, tickets), ridership counts	Fare revenue; feeds NTD reporting



UKG (Kronos)	Payroll processing, employee self-service	Payroll expenses → manual JE to GL. No Trapeze sync, all information exported from Trapeze, manually manipulated, then imported into UKG.
Masabi	Online/mobile ticket and pass sales	~\$23K/month revenue; manual posting to GL
Customer facing Point of Sale (POS) processed by cashiers	Record pass ticket sales for transactions processed by cashiers. No formal point of sale system currently in place to support this. Cashier sales at two locations (office + booth) are tracked in excel.	~\$25K/month revenue; tracked in Excel and manually posted to the GL
Microsoft Excel	Ad-hoc tracking: revenue, grants, fixed assets, payroll entries and allocations, capital projects, financial reporting.	Error-prone - must be eliminated

3 PROJECT GOALS & OBJECTIVES

DTA seeks a cloud-based ERP with payroll functionality to replace Microsoft Dynamics SL and UKG (Kronos) and eliminate all manual financial processes. The solution must include all modules in ATTACHMENT B – Table 2 and the solution must support modern API or web-service integrations with RTA, Trapeze, and internal POS systems. Preference will be given to solutions with pre-built or proven connectors for these systems.

Core Goals:

1. Automate AP, payroll, revenue, and PO processes.
2. Eliminate Excel for grants, assets, capital projects, payroll and revenue tracking.
3. Enable real-time budget vs. actual reporting by fund, route, grant, and 34 departments.
4. Support project/grant expense tracking with encumbrance and variance alerts.
5. Implement an integrated Point of sale (POS) solution
6. Seamlessly integrate Trapeze (driver hours), RTA (POs, expenses, stats, labor utilization), Point of Sale (POS) (revenue) directly to the GL.

Current Pain Points:

- RTA POs → manual GL re-entry (10–20 hrs/month).
- RTA Stats manually entered into excel reports each month
- Trapeze hours → UKG → manual JE (stale balances, 15 hrs/pay period).
- No point-of-sale (POS) system in place. Sales recorded in excel and this data requires significant manipulation to record revenue and reconcile deposits.
- Delayed reporting for NTD, FTA drawdowns, and budget variances due to siloed systems.

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



To meet these goals DTA identifies the following objectives:

- To work collaboratively with a VENDOR whose software demonstrates high uptime, system redundancies, and responsiveness to DTA’s needs.
- To streamline or eliminate time-consuming, manual or repetitive data entries while easing reporting requirements.
- To have a user-friendly and intuitive solution, reducing or eliminating VENDOR support needed for troubleshooting.

4 DTA RIGHTS

DTA reserves the right to:

1. Cancel this RFP or postpone the date and time for submitting proposals at any time.
2. Reject any or all proposals including, without limitation, nonconforming, non-responsive, background issues.
3. To reject any provisions identified in the proposal,
4. Waive any informalities or non-material deviations
5. Reissue the RFP or to obtain new proposals.

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

5 PROPOSAL & PROJECT SCHEDULE

TABLE B illustrates the schedule for the selection of a VENDOR and the awarding of the contract. **It is the intent of DTA to have the new software fully deployed no later than April 27, 2027.**

TABLE B

Activity	Date
RFP Release (DTA Website)	March 20, 2026
Questions Deadline	April 10, 2026 @ 2 p.m.
Addendum - Response to questions (posted on DTA Website)	April 24, 2026
Proposal due date	May 15, 2026 @ 2 p.m.
Evaluation & Shortlisting	May 18 – June 5, 2026
Interviews & Demos	June 8-June 26, 2026
Final Evaluation & Selection	June 29-July 10, 2026
Contract negotiation	July 13-August 7, 2026
DTA Board Approval	August 26, 2026
Anticipated Contract execution and Notice to Proceed (NTP)	August 31, 2026
Go Live Date (Fully Operational)	June 27, 2027
Final Acceptance	August 31, 2027 (one year from NTP)

Note: Final Acceptance requires zero critical defects, 100% training complete, and NTD export validated.



6 PROPOSAL SUBMISSION

Submission Method: Proposals must be submitted via email only to the RFP Administrator. No mail, courier, or hand delivery accepted.

Proposal Validity: Submitted proposals shall be valid for 120 days from proposal due date.

Email Requirements:

To: Hector Born – hborn@duluthtransit.com

Subject Line: RFP Financial Software – [VENDOR NAME] – Proposal

Two Attachments Only:

1. Proposal PDF – Named: Proposal_[VENDOR NAME].pdf
2. Cost Estimate PDF – Named: Cost_[VENDOR NAME].pdf

File Size: <10MB individually

Format: Single, searchable, printable PDF (bookmarked sections)

Proposal Due Date: May 15, 2026 @ 2:00 PM CDT

- Timestamp based on email receipt in DTA inbox.
- Late submissions will be rejected unopened.
- Withdrawal: Allowed only in writing within 3 calendar days of due date.

Responsibility: VENDOR is solely responsible for timely delivery. DTA is not liable for email delays, spam filters, or file corruption.

RFP Administrator: Hector Born – hborn@duluthtransit.com

7 SIGNATURE

Signature Requirement:

The Proposal and Cost Estimate (both PDFs) must be signed by an officer with binding authority.

- Electronic signatures (e.g., DocuSign, Adobe Sign) are acceptable.
- Below the signature, include:
 - VENDOR Name
 - Title of Signer
 - Address
 - State of incorporation (if applicable).

Authority:

A proposal from an individual, company, firm, or partnership shall be executed by the individual or by an authorized representative, member, or officer whose capacity shall be stated (e.g., “President”).

Non-compliant signatures = automatic rejection.



8 QUESTIONS RELATED TO THE RFP AND RESPONSES

Questions Deadline: April 10, 2026 @ 2:00 PM CDT (per Section 5).

- Questions are only allowed to be submitted by Email to the RFP Administrator.
- The Subject line shall be **QUESTION – FINANCIAL MANAGEMENT SOFTWARE**.
- The person submitting the question will be responsible for its delivery.
- The RFP Administrator will acknowledge receipt of the question(s)

Responses:

- All questions and answers posted via addendum on <https://www.duluthtransit.com> by April 24, 2026 (per Section 5).

Communication Rules:

- VENDORS may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of DTA during the RFP solicitation process.
- If any VENDOR contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the requirements or specifications, the person shall submit their questions to the RFP Administrator by the due date noted in **Section 5**.

9 ADDENDUM

All changes, clarifications, corrections, and responses to questions will be issued only via written addendum, duly numbered, dated, and posted on the DTA website (duluthtransit.com).

- VENDORS **must** acknowledge all addenda in their proposal (include list in cover letter).

10 INTERVIEWS

It is the intent of DTA to hold virtual interviews with the top 3 scoring VENDORS. These interviews will be held virtually unless otherwise determined by DTA. **Software demonstrations will be conducted for the evaluation team only and will not be required for presentation to the DTA Board.**

11 NOTICE OF AWARD

Section 5 illustrates the time period anticipated for the award of the contract.

Contracted VENDORS shall not begin work until an official Notice to Proceed (NTP) letter has been received. The award of the contract requires DTA board approval.



12 TERMS OF THE CONTRACT

Initial Term: 7 years from Notice to Proceed (NTP) date.

- **Year 1:** Implementation, data migration, training, go-live.
- **Years 2–7:** Subscription, support, updates.

Renewal Option:

- One (1) optional 3-year extension (total 10 years).
- DTA will notify VENDOR in writing 30 days prior to end of initial term.

Termination for Convenience:

- DTA may terminate with **60 days' notice** after Year 1.
- VENDOR paid for services rendered up to termination date.

13 CONTRACT END DATE

The contract end date will be established on the Final Acceptance Date (one year after the NTP date per Section 5).

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14 PROPOSAL REQUIREMENTS

In addition to the required attachments listed below, VENDORS proposals may include up to five optional attachments (e.g., supplemental charts, case studies). All file attachments to DTA for consideration shall follow the format noted in **Section 6**.

Proposal- submit as a single combined PDF. Page limit is 25 pages (required forms listed below are not included in page count)

1. **Cover letter** (1 page – not in page count)
 - company name, address, primary contact (email/phone)
 - Acknowledgement of addendums (if none – note as such)
2. **Company Overview**
3. **Team & Resumes (org chart, key staff, DTA primary contact)**
4. **Approach and Qualifications**
 - How solution meets ATTACHMENT B Table 2 (all modules)
 - How integrations (RTA , Trapeze, POS system) work out-of-box
 - How our Core Goals & Objectives, as outlined in section 3, are achieved
 - Alignment with Go-Live Date as outlined in Section 5
5. **Risk Analysis and Mitigation**
 - Identify potential risks or perceived challenges associated with implementation, integration, data migration, and ongoing support. For each risk, provide an assessment of impact and likelihood, proposed mitigation strategies, and contingency plans.
6. **Past Performance (Minimum 3)**
 - Include: client, scope, cost, outcome, go-live date, how it aligns with this RFP
 - Listing of all transit projects (\$20–\$50MM, same modules/integrations) over the last 5 years (if applicable).
7. **References (Minimum 3)**
 - Contact name, title, email, phone
 - Agency size (revenue, fleet, employees), type of services (Fixed Route), years of service
8. **Project Schedule (Gantt or timeline – not in page count)**
9. **Required Forms (signed – not in page count) (full list in TOC)**
 - ATTACHMENT C: Specifications Requirement Form
 - ATTACHMENT E: Price Proposal Form | Estimate of Costs
 - ATTACHMENT I: Certification Regarding Debarment, Suspension & Other Responsibility Matters
 - ATTACHMENT J: Conflict of Interest Checklist & Disclosure Form
 - ATTACHMENT K: Responder Declarations
 - ATTACHMENT L: Affidavit of Noncollusion
 - ATTACHMENT M: Certification Regarding Lobbying
 - ATTACHMENT N: Federal Contract Clauses

Price Proposal Form (Excel – ATTACHMENT E)

VENDORS must use ATTACHMENT E to provide separate costs for Year 1 (implementation) and Years 2–7 (subscription/support). Include optional Years 8–10. Estimates should be prepared exclusive of taxes (not applicable). DTA may request additional information related to the estimate during the negotiations.

Refer to **ATTACHMENT F** for required expense reimbursements. All material expenses will be paid at the purchase price with no mark up.



15 ITEMS REQUIRED PRIOR TO AWARD OF CONTRACT

The following items are required to be provided prior to the award of the contract:

- Certificates of Insurance, based on requirements identified in **ATTACHMENT D**.
- Bidders list – Non-DBE and DBE Quotes submitted form completed (a copy of this is included for reference in **ATTACHMENT N** if any Subcontractors are used).
- Signed Contract (DTA template – no redlines without approval).

16 ITEMS REQUIRED TO BE SUBMITTED AFTER AWARD OF CONTRACT

The following items are required to be provided after the award of the contract:

- Subcontractor Agreements (if any) – fully executed copies.
- Project Kickoff Plan (detailed schedule, team roster, communication protocol).
- Data Migration Plan (inventory, cleansing, mapping).

17 EVALUATION OF PROPOSAL

Proposals will be evaluated in a two-step process

Step 1- Pass/Fail Screening

All proposals will first be reviewed on a pass/fail basis to ensure compliance with the mandatory requirements of this RFP. Proposals that do not meet these requirements will not be considered further.

Step 2- Evaluation

Proposals that pass the initial screening will then be evaluated based on the criteria outlined in **TABLE C** below.

DTA reserves the right to conduct a written or oral review (interviews) with VENDORS to confirm and refine preliminary evaluations, particularly regarding capability, functionality, training, and VENDOR support. Interviews will be conducted virtually via Microsoft Teams meeting unless otherwise determined by DTA.

DTA also reserves the right to negotiate with a VENDOR who submits a proposal that meets or exceeds the requirements identified in the RFP, provides a competitive price, and demonstrates the qualifications, experience and knowledge to successfully deliver the project.

VENDORS may be required to submit additional information to advance the review and selection process. Requested information must be provided within five (5) business days unless otherwise specified by DTA. Failure to provide required information may result in the proposal being rejected.

DTA intends to award the project to the VENDOR whose proposal is determined to be the **most advantageous to DTA, considering their qualifications, approach, schedule, outcomes and price, as supported by their submitted proposal and required forms**. The recommendation for the award will be subject to review and approval by the DTA Board of Directors.

The proposal evaluations will be conducted by individuals designated by DTA.

Along with what is noted in the RFP, proposals will be evaluated based on the criteria noted in **TABLE C**.



TABLE C

Step 1: Pass Fail Screening: Proposals must meet all of the following to advance	
• Meets all mandatory project requirements	Pass/Fail
• Submits all required forms, certifications, and attachments	Pass/Fail
Step 2: Evaluation Proposals that pass the initial screening will then be evaluated based on the criteria below	
1. Financial Management Solution	1
• Ability to meet project requirements.	
• Design, functionality, and interface of Financial Management software based on DTA needs.	
• Identification to meet or exceed the project milestones, including time periods for installation, testing, deployment, and training	
2. Qualifications & Experience	2
• Experience in performing similar work – transitioning from Microsoft Dynamics SL to another application and integrating other similar software systems/platforms seamlessly and effectively.	
• Demonstrated competence for full service of the project needs evidenced by supportive documentation.	
Estimated Labor and Expense Cost / Estimate	3
• Competitive and reasonable.	
• Detailed pricing, including labor and expenses associated with the project as identified in the estimate template submitted.	
References and Reputation	4
• Satisfaction from references (Previous public transit clients preferable)	



18 PROTESTS

The following Bid Protest Procedures apply to this project.

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

Prior To Proposal Due Date- Protests concerning a procurement by the VENDOR or an adversely affected SUB consultant / VENDOR must be in writing and received by DTA not less than five (5) working days before proposal due date.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

- Name, address, and telephone number of protesters
- Name of the RFP
- A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information
- A statement of relief requested

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

JAMES BARG, DIRECTOR OF FINANCE (jbarg@duluthtransit.com).

The protestor is responsible for confirming receipt of the protest email by DTA.

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19 DATA PRACTICES ACT / TRADE SECRET INFORMATION

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

Trade secret information is defined in section 13.37 as data, including a formula, pattern, compilation, program, device, method, technique, or process:

- (1) that was supplied by the VENDOR
- (2) that is the Subject of efforts by the VENDOR that are reasonable under the circumstances to maintain its secrecy; and
- (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Any information in its response to this RFP for which the VENDOR claims protection as trade secret information in accordance with the above provisions must be limited and set apart in the proposal on separate pages, with a heading that identifies the information as trade secret information. The Agencies will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this RFP which does not meet the legal definition will be considered public information, regardless of the VENDOR's identification of it as trade secret information. Blanket-type identification by designating whole pages or sections as containing trade secret information will not ensure protection --- the specific information for which the VENDOR claims trade secret protection must be clearly identified as such.

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

20 EXAMPLE CONTRACT | TERMS AND CONDITIONS

The Agencies' standard purchase order, terms and conditions are referenced in **ATTACHMENT D**.

Purchase Order Terms and Conditions.

The standard purchase order terms and conditions outlined in **ATTACHMENT D** – illustrate various legal and administrative duties and responsibilities assumed by persons or organizations contracting with DTA. VENDORS are strongly advised to review the standard terms and conditions of the purchase order carefully and are responsible for taking the requirements into account when preparing their proposal and estimate.

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



21 PERFORMANCE BOND

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

22 CONFLICTS OF INTEREST

Responders shall provide a list of all entities with which it has a relationship that create or appears to create a conflict of interest. Responders shall complete **ATTACHMENT J** and Submit them with the proposal package. **(NOT INCLUDED IN PROPOSAL PAGE COUNT)**.

23 SUBCONTRACTING

VENDORS may Subcontract for functions to fulfill the obligations of their proposal. All VENDORS **shall** identify within their proposal the name and role that a Subcontractor will provide for the project along with their contact information and certifications.

24 PROPOSAL CONTENTS CERTIFICATION

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

25 CONTINGENCY FEES PROHIBITED

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

26 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Refer to **ATTACHMENT I**. Provide a completed form with your proposal. **NOT INCLUDED IN PROPOSAL PAGE COUNT.**

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ATTACHMENT A - PROJECT SCOPE OF WORK

PROJECT MANAGEMENT

The project shall be managed by an assigned and identified project manager in the proposal. The project manager shall be assigned to the project for the duration of the project. Should a change in project manager be required, the VENDOR shall request a substitution in writing to DTA. DTA has the authority to deny or approve the request. The project manager is the primary person responsible for the delivery and success of the delivery, deployment and operations of the project. The individual will serve as the primary liaison, coordinator, and communicator to DTA.

The delivery of the project requires management of the project's scope, schedule, budget, and risks. The project manager is to provide the DTA weekly status updates addressing each of these areas.

SCHEDULE

The management of the project shall include adherence to the submitted and approved project schedule. The major milestones shall be identified with full deployment of the software based on the following identified timing:

ATTACHMENT A–TABLE 1

Activity (Major Milestones)	Timing
Kickoff	NTP + 14 days
Data Migration	NTP + 120 days
Complete User Acceptance Testing	NTP + 180 days
Training (On-Boarding)	NTP + 195 days
Go-Live	NTP + 300 days
Final Acceptance	NTP + 365 days

Proposal Requirement (not in page count): Submit Gantt chart starting at NTP = Day 0, showing all tasks, subtasks, critical path, float, DTA review gates, and RTA/Trapeze/POS integration testing. Tasks and subtasks shall be further explained in the proposal, illustrating VENDOR's approach, key personnel, and measurable outcomes aligning to the specifications.

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

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



ROLES AND RESPONSIBILITIES

ATTACHMENT A-TABLE 2

DTA	VENDOR
<ul style="list-style-type: none"> • Provide clean, validated data • Provide timely feedback for testing results • Approve deliverables within 5 business days • Supply qualified users for testing & training • Record training sessions for internal use and reference 	<ul style="list-style-type: none"> • Developing an implementation plan • Migrate all data and provide data validation assistance — resolve conflicts • Deliver all modules and integrations per DTA specifications (no custom code) • Configuring the software out-of-box per DTA rules and policies • Provide 3 training sessions + guides to DTA on how to use the software and provide ongoing training during years out (as contracted). A virtual training format shall be provided as needed for the initial set up and deployment

INVOICING / PAYMENT

Payment is based on itemized monthly invoicing for either work performed, or materials received (as applicable) on site at the facility identified on the front page of this RFP.

- No payment will be made for pre-work or materials not on site.
- Any expenses shall be documented and supported with paid receipts, product specifications, installation procedures and warranty documentation. Refer also to the Documentation Section.
- Invoicing for payment shall be requested to the DTA finance Dept.:

Email: Finance@duluthtransit.com

Subject: **Financial Management Software Invoice #**_____

- All invoices must list the contract number.
- Payment terms: Net 30 from invoice approval.



ROLES AND RESPONSIBILITIES

TRAINING

The VENDOR shall illustrate in the proposal their approach to providing proposed training to the DTA team. Training may be conducted **virtually or in person, at DTA's discretion**. DTA reserves the right to video or record the training presentations for its sole use without further costs, obligations, or liability. The VENDOR's instructor and team presenting the training shall be versed in all aspects of the project

DOCUMENTATION

The VENDOR shall provide the following documents for review and approval by DTA thirty (30) days before delivery or installation of any components of the software. These documents can also be presented at the kickoff meeting for efficient review by DTA.

Final acceptance of the system shall not take place until DTA has received each of these documents:

- Financial Management technology and software operational user manuals
- Security manuals, Administrative supportive documentation
- Troubleshooting guides
- Software or tools for troubleshooting Financial Management technology and supportive software.
- Reporting Manual

MAINTENANCE, SERVICE AGREEMENT

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

- On-call customer and technical support via a regular support line during published support hours, and after-hours support in the event of an emergency.
- Trouble shooting
- Patch / update installations.
- Refresher training in years 2-7 (included in subscription)
- Dedicated account manager + online portal

FINAL ACCEPTANCE

Final acceptance will occur only after DTA verifies successful operation of all delivered Financial Management software and associated integrations. The decision maker for final acceptance is DTA's assigned Project Manager (PM).

Acceptance Criteria:

- 100% compliance with ATTACHMENT B – Table 2 (all 16 modules) and Charts 1–12 (functional requirements).
- All three integrations live (RTA, Trapeze, POS) with no manual re-entry.
- 14 consecutive business days of operation without any Critical Errors following Go-Live.

Definition of Critical Error: A critical error is any defect or failure that:

- Prevents the system from performing a required function as specified in ATTACHMENT B.
- Causes incorrect financial calculations, reporting, or data integrity issues.



REQUEST FOR PROPOSAL – FINANCIAL MANAGEMENT SOFTWARE

- Blocks integration with any required system.
- Results in system downtime exceeding **4 hours** during normal business operations.
- Creates a security vulnerability that compromises data confidentiality, integrity, or availability.

Acceptance Reset Procedure:

- If a critical error occurs during the 14-day acceptance period, the acceptance clock will reset after the error is corrected and verified by DTA.
- The vendor must resolve critical errors within **5 business days** of notification at no additional cost.
- DTA will confirm resolution through testing before restarting the acceptance period.

Formal Sign-Off:

- Upon successful completion of the acceptance period, DTA will issue a **Final Acceptance Certificate** signed by the Project Manager.
- No final payment will be made until this certificate is issued.

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ATTACHMENT B - SOFTWARE SPECIFICATIONS

As noted in this RFP, DTA is requesting proposals from qualified sources to provide and deploy technology to improve Financial Management processes and procedures. DTA currently uses Microsoft Dynamics SL to perform these functions.

Project requirements are broken down into twelve (12) categories and subcategorized by those that are required, highly desired, and optional. At the end of the list there are additional features DTA is interested in, if offered by the VENDOR. At this time these features are not being procured by DTA

It is required that each VENDOR specify their ability to meet each specification by completing the specifications requirement form – **ATTACHMENT C (NOT INCLUDED IN PROPOSAL PAGE COUNT)**. Each specification applies to all DTA services (Paratransit and Fixed Route) unless specifically stated otherwise in the category heading or individual specification.

ATTACHMENT B-TABLE 1. METRICS & DATA (FOR PLANNING PURPOSES)

Metric	DTA
Enterprise fund	1
Number of revenue sources (Federal, State (2), Local, Private, operating, fares)	7+
Number of accounts	1100
Number of journal entries annually	400
PO's per year	900
Vendors on file	475
Number of invoices submitted for payment annually	1900
Number of 1099's Issue per Year	2 (NEC)
Number of Invoices/Statements per Month	160

Note: Estimates for planning. All volumes must be supported without performance degradation.

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**ATTACHMENT B-TABLE 2. MODULES DESIRED BY DTA**

The following modules represent the functional areas DTA intends to include in scope for the initial implementation of the Financial Management System.

Module	Requirement
General Ledger	Required
Accounts Payable with OCR	Required
Accounts Receivable	Required
Reporting	Required
Cash Management	Required
Purchasing	Required
Fixed Assets	Required
Budget Planning	Required
Grant Administration	Required
Payroll (Replaces UKG)	Required
Cash Register Point of Sale (POS) Integration	Required
RTA Integration	Required (see next)
Integrated fleet management software or module to replace RTA functionality.	Optional
Trapeze Integration (For ops data and payroll)	Required

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ATTACHMENT B-CHART 1.

GENERAL SYSTEM REQUIREMENTS – FUNCTIONAL REQUIREMENTS

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

#	Requirement
1.1	Cloud-based SaaS platform.
1.2	Full integration between modules, including single entry of information (i.e. using information across multiple modules rather than requiring duplicate entry, such as vendor purchase information automatically flowing to fixed asset record).
1.3	Multiple users working in the same module simultaneously and can generate reports against the same data at the same time.
1.4	Test environment for the testing period only, prior to full acceptance.
1.5	System must provide automated integration with existing applications (Trapeze, RTA, internal POS) and allow scheduled or real-time data exchange. Data exports must be compatible with Excel, CSV, or other common formats.
1.6	“Drilling down” from reports, queries or screens from summary to transactional detail.
1.7	Audit/Trail Tracking- ability to view history of which users have accessed, created, modified data entry items.
1.8	Security to include MFA, audit logs, PCI compliance backup solutions and retention of data, also compliance with federal and state data retention and privacy requirements, including audit readiness for FTA and GASB reporting.
1.9	The system has the ability to support API’s (Application Programming Interface) for third-party system integration
1.10	Role based security and ability to assign users to multiple roles.
1.11	Align with FTA’s Uniform System of Accounts (USOA) to facilitate federal and state reporting.
1.12	Ability to create unlimited customizable fields that are searchable and reportable.
1.13	Ability to upload and attach documents and assign them to assets, Pos, and budgets.
1.14	3 simultaneous active user licenses and up to 22 view/approve user licenses. Additional user licenses may be required during implementation or after go-live; the system must be able to scale without major reconfiguration.
1.15	Ability to configure automated approval workflows for PO, AP, payroll, and grant expenditures.

**ATTACHMENT B-CHART 2.****GENERAL LEDGER – FUNCTIONAL REQUIREMENTS**

Microsoft Dynamics is currently used for the general ledger (GL) by DTA, DTA intends to replace their current GL with the new system. The GL is the core or foundation upon which all other modules are built, it shall have the following functions:

#	Requirement
2.1	Consistency with Governmental Accounting Standards Board (GASB) standards.
2.2	Full fund accounting with self-balancing funds.
2.3	Maintaining multiple years of budget/accounting history, by year (i.e. changes to current year GL account structures will not impact prior year accounts/amounts).
2.4	Ability to lock the previous year after year-end closure to avoid inadvertent changes.
2.5	Ability to soft-close the previous month after month-end closure to warn against inadvertent changes.
2.6	The ability to denote the type of journal (payroll, reclass, bank, etc.).
2.7	Posting manual and recurring journal entries.
2.8	Automatic journal entry reversals.
2.9	Automatic year-end closing without loss of detail.
2.10	Ability to post to future periods including future fiscal years.
2.11	All journal entries must include user ID, date/time stamp, and modifications for audit purposes.
2.12	GL accounts should integrate seamlessly with budgeting and grant modules, so reports reflect actuals vs. budget by fund/grant/department automatically.
2.13	The GL shall provide validation rules to prevent posting to closed periods or misbalanced journals.
2.14	Ability to define fiscal periods and years, independent of calendar dates, with full support for posting and reporting by period and year.

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ATTACHMENT B-CHART 3.

ACCOUNTS PAYABLE – FUNCTIONAL REQUIREMENTS

Microsoft Dynamics is currently used for accounts payable and to generate purchase orders for DTA. DTA would like a new system that centralizes vendor info and where you can store, scan, and enter invoices, pay vendors, manage 1099 info, have bank reconciliation that matches transactions to the GL, pay vendors, and streamlines the overall process. The new system will replace Microsoft Dynamics, it shall include the following functions:

Accounts Payable (Required)
3.1 The ERP system must include native, out-of-the-box Optical Character Recognition (OCR) functionality to automatically and accurately (minimum 95%) read, extract, and populate key data from scanned or emailed PDF invoices (including multi-page and mixed-format documents) into draft AP invoice entries for review and approval. OCR must be included in the base ERP license and not require third-party software for operation
3.2 Entered transactions will update vendor accounts and the general ledger.
3.3 Ability to store, scan, and enter invoices.
3.4 Tracks which vendors require 1099s and generate 1099s for vendors that need them.
3.5 Bank reconciliation that matches transactions to the general ledger.
3.6 Positive Pay file output that is compatible with bank systems.
3.7 Supports ACH, wire, and check payments with automatic remittance notifications to vendors.
3.8 Ability to set up recurring invoices.
3.9 Partially pay invoices and the ability to track set partial payments.
3.10 Check printing with check signature automatically printed on it. Produces a check register.
3.11 Provides duplicate invoice detection and payment verification warnings across vendors.
3.12 Centralized vendor information with purchase history that is easily searchable by number, invoice date, check date, account code or other criteria.
3.13 Ability to preview batches before posting.
3.14 Ability to share transaction electronically for approval.
3.15 Electronic approval workflows must support configurable routing, including multi-level approvals and dollar-based thresholds.
3.16 All AP transactions, edits, approvals, and voids must be fully auditable with date, user ID, and reason for change.
3.17 Invoices linked to purchase orders or fixed assets must automatically update corresponding records and the general ledger.



ATTACHMENT B-CHART 4.

ACCOUNTS RECEIVABLE – FUNCTIONAL REQUIREMENTS

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

Accounts Receivable (Required)
4.1 Invoice generation (paper and digital) and email invoices to AR customers.
4.2 Acceptance of electronic payments.
4.3 Providing the ability to define payment modes.
4.4 Ability to copy/duplicate a prior posted invoice and edit that duplicate for current posting.
4.5 Ability to track unpaid invoices and generate reminders for past due balances.
4.6 Customer database with detailed customer information.
4.6 All AR transactions must post automatically to the GL and reconcile with cash receipts to maintain accurate fund balances.
4.7 The system must provide standard and customizable AR aging reports by customer, fund, or grant, and allow drill-down to individual invoice details.
4.8 All AR transactions, edits, and adjustments must be logged with date, user, and reason for change
4.9 Automatic application of payments to invoices.

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ATTACHMENT B-CHART 5.

REPORTING – FUNCTIONAL REQUIREMENTS

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

Reporting (Required)
5.1 Capable of generating standard financial statements (GL, trial balance, AP, AR, cash, budget vs. actual) compliant with GASB standards.
5.2 Ability to generate fund-specific, department-specific, route-specific, and grant-specific reports.
5.3 Support for regulatory and compliance reporting, including FTA, NTD, GASB, MnDOT, WisDOT, and single audit reports. Prebuilt compliance templates for federal reporting.
5.4 Ability to export to Excel, PDF, CSV, or other common formats for external reporting or submission to FTA/NTD.
5.5 Report scheduler – auto-run and email daily/weekly/monthly (e.g., AP aging every Friday).
5.6 Conducting searches, posting transactions, and generating reports at all levels of the account structure by fiscal year, month, calendar years, or any user defined date.
5.7 Performing keyword, wild card, and multiple field queries. Saving queries and making queries saved available to other users.
5.8 Reports must reflect real-time data across all modules, eliminating the need for manual reconciliations.
5.9 Users must be able to drill down from summary-level reports to the underlying transactions, including journal entries, invoices, and payment records.
5.10 Ad-hoc reporting capabilities, including creating custom fields, calculated fields, and filters without vendor intervention.
5.11 Pre-built dashboards with key metrics for cash, revenue, expenses, and payroll. Dashboards for grants, route performance, or budget vs. actual are highly desired.

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ATTACHMENT B-CHART 6.

CASH RECEIPTING – FUNCTIONAL REQUIREMENTS

DTA handles a limited amount of cash primarily in conjunction with transit fares on board vehicles and pass sales at the Duluth Transportation Center Customer Service Window. Genfare fareboxes are onboard vehicles and emptied and audited daily. The Genfare PEM system enables staff to load fare media. No POS system is currently used; customer service uses a credit card machine, enters all sales into an Excel spreadsheet, and then makes a journal entry. DTA is seeking a system that allows for checks and balances in order to manage the inflow of cash receipts. **The new system shall include the following functions:**

Cash Receipting (Required)
6.1 Record and reconcile all cash, check, credit card, and electronic payments in real time.
6.2 Support automated posting of cash receipts to multiple GL accounts (by amount or %), including fund, department, grant, and project coding.
6.3 Maintain multiple register or batch entries per day, with the ability to close batches, review, and make corrections prior to posting.
6.4 Accept multiple payment types within a single transaction (cash, check, credit/debit, electronic/mobile payments).
6.5 Integration with internal POS to automatically import revenue data and reduce manual Excel entry.
6.6 Automated reconciliation of imported transactions to cash drawer, POS, and bank deposits, with exception reporting for mismatches.
6.7 Generate detailed cash receipts reports by date, fund, route, payment type, and point-of-sale location.
6.8 Audit trail of all cash receipt entries, adjustments, and reconciliations, including user ID, date/time, and reason for modification.
6.9 Ability to link cash receipts to invoices, passes, or fare transactions, supporting automated AR posting.
6.10 User-friendly dashboard for tracking daily revenue, outstanding batches, and variances against expected receipts.

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ATTACHMENT B-CHART 7.

PURCHASING – FUNCTIONAL REQUIREMENTS

While RTA is used to generate the majority of PO's (parts and inventory), DTA does issue a limited number of POs manually, mostly for purchases related to grants. DTA would like the new ERP system to provide full procurement functionality to automate and streamline the purchase of goods and services, enforce budget controls, and integrate with AP, GL, and fixed assets **The new system shall include the following functions:**

Procurements (Required)
7.1 Electronic requisition creation, with user-friendly interface for submitting purchase requests.
7.2 Configurable approval workflows based on department, dollar thresholds, vendor type, or item category. Supports multiple approval levels and allows approvers to leave comments.
7.3 Automatic budget checking to flag requisitions or POs that exceed allocated budget amounts or grant restrictions.
7.4 PO generation from approved requisitions, including recurring or one-time orders.
7.5 Vendor database with detailed vendor information, including W-9 tracking, recurring vs. one-time vendor designation, and purchase history.
7.6 PO and requisition printing or electronic signature support.
7.7 Ability to attach supporting documentation (quotes, specs, approvals) to requisitions and POs.
7.8 Integration with Accounts Payable for automatic invoice matching to POs and requisitions, including partial and split invoices.
7.9 Ability to link POs to fixed assets for capital purchases, automatically updating asset records when items are received.
7.10 Real-time tracking of requisition and PO status (submitted, approved, ordered, received, invoiced).
7.11 Reports and dashboards for outstanding requisitions, open POs, vendor performance, and budget vs. actual by department/fund/grant.
7.12 Support for one-time or recurring POs with multi-line items, comments, and custom fields.
7.13 Integration with AP, Cash Management, and GL to post encumbrances, track commitments, and facilitate financial reporting.

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ATTACHMENT B-CHART 8.

PAYROLL – FUNCTIONAL REQUIREMENTS

DTA is seeking a fully integrated, native payroll module within the proposed ERP solution to replace its current UKG payroll system. The payroll module shall support all DTA employees, including fixed-route and paratransit operators, maintenance staff, and administrative personnel. Trapeze shall remain the system of record for operator scheduling and time generation. The ERP payroll module must automatically import approved operator time from Trapeze and perform payroll calculation, labor distribution, and general ledger posting without manual intervention. For non-operator employees, the ERP may provide native time entry and approval workflows. Payroll transactions must post directly to the general ledger, budgets, grants, and reporting modules, with full audit trails and compliance with GASB, FTA, NTD, and Single Audit requirements.

The system shall include the following functions:

Payroll (Required)
<p>8.1 Payroll Processing (Core)</p> <ul style="list-style-type: none"> • Support payroll processing for all employee groups, including fixed-route operators, paratransit operators, maintenance, and administrative staff. • Support multiple pay frequencies (e.g., biweekly). • Calculate gross-to-net pay, including taxes, deductions, benefits, and employer contributions.
<p>8.2 Time Capture & Integration</p> <ul style="list-style-type: none"> • Automatically import approved operator time from Trapeze, including regular hours, overtime, premium pay, leave, and adjustments. • Support ERP-native time entry and approval workflows for non-operator staff. • Import time at the detail level (employee, date, earning code, route, and service day), not summary totals. • Prevent manual re-entry of time or payroll data.
<p>8.3 Earnings, Deductions & Benefits</p> <ul style="list-style-type: none"> • Configurable earnings codes (regular, OT, spread premium, holiday, training, etc.). • Configurable deductions and benefits (union dues, retirement, health, garnishments). • Support pre-tax and post-tax deductions.
<p>8.4 Payroll Controls & Adjustments</p> <ul style="list-style-type: none"> • Support retroactive pay, off-cycle payrolls, voids, and corrections. • Allow payroll preview and validation prior to posting. • Maintain audit trails for all payroll edits, adjustments, and approvals. • Support separation of duties between time approval, payroll processing, and payroll posting.
<p>8.5 Labor Distribution & Cost Allocation</p> <ul style="list-style-type: none"> • Automatically distribute payroll expenses by fund, department, route, grant, project, and cost center. • Support split allocations based on hours worked or predefined percentages. • Support configurable allocation rules that persist across pay periods and fiscal years. • Align labor distribution with FTA Uniform System of Accounts and NTD reporting requirements.
<p>8.6 General Ledger Integration</p> <ul style="list-style-type: none"> • Automatically post payroll expenses, accruals, and liabilities to the general ledger. • Support payroll accruals by pay period and month-end.



Payroll (Required)
<ul style="list-style-type: none"> Eliminate manual payroll journal entries.
<p>8.7 Grant & Project Tracking</p> <ul style="list-style-type: none"> Tag payroll expenses to grants and capital projects at the employee, job, or time entry level. Prevent posting of payroll costs exceeding available grant or project budgets. Support grant reimbursement reporting and audit requirements.
<p>8.8 Payroll Payments & Tax Reporting</p> <ul style="list-style-type: none"> Support direct deposit and check payments. Generate payroll tax filings and year-end forms (e.g., W-2). Support electronic tax payments and reporting. Support federal, state, and local payroll tax reporting applicable to Minnesota. Required tax payments filed with appropriate agencies on our behalf.
<p>8.9 Reporting & Compliance</p> <ul style="list-style-type: none"> Standard payroll reports (registers, earnings summaries, deduction reports). Support NTD labor reporting (F-30) with drill-down capability. Export payroll data to Excel and PDF.
<p>8.10 Security & Audit</p> <ul style="list-style-type: none"> Role-based security for payroll access and approvals. Full audit trail from source time entry through payroll calculation and GL posting. Compliance with GASB, FTA, NTD, and Single Audit requirements.
<p>8.11 System Reliability</p> <ul style="list-style-type: none"> Payroll processing must be available within the ERP SaaS environment with documented uptime SLAs. Provide system redundancy and data backup consistent with public-sector standards.
<p>8.12 UKG Decommissioning</p> <ul style="list-style-type: none"> Proposed solution must fully replace UKG payroll processing and eliminate all payroll calculation and posting within UKG. Any continued use of UKG must be limited to time capture only and clearly identified in the proposal.
<p>8.13 Employee Self-Service Portal</p> <ul style="list-style-type: none"> System capable of allowing employees to login and view their pay stubs, W2s, accrual balances, etc. Mobile applications are preferred.
<p>8.14 On-Line Application Interface</p> <ul style="list-style-type: none"> Job applications available to candidates on-line and submitted applications are able to be used to populate new hire information if they are hired.
<p>8.15 Payroll File Digitization</p> <ul style="list-style-type: none"> New hire paperwork to be automated/digitized for employees to e-sign remotely. Pre-hire paperwork, direct deposit info, drivers licenses, etc are able to be warehoused in the system.



ATTACHMENT B-CHART 9.

FIXED ASSETS – FUNCTIONAL REQUIREMENTS

DTA manages assets in Excel but would like the ability to track fixed and rolling assets' lifecycles within the accounting software is possible. **A fixed assets module shall include the following functions:**

Fixed Assets (Required)
9.1 System tracks depreciation and amortization and posts automatically to the GL.
9.2 Support customizable asset thresholds, classifications, and categories by type, class code, location, department, condition, use, and funding source.
9.3 Ability to track fixed and rolling assets with different depreciation schedules. Ability to set different depreciation schedules based on type of item.
9.4 Ability to track information about rolling assets – vehicle ID, make, model, year, cost, funding source(s), location, condition, when it was obtained, major overhaul, and other info needed to report to NTD and in TAM Plan.
9.5 Track fixed asset details: type, condition assessment, capital responsibility, cost, year built/purchased, acquisition source, and other NTD/TAM Plan reporting requirements.
9.6 Integration with Accounts Payable for automated addition of newly acquired assets from approved POs and invoices.
9.7 Ability to track all fixed assets to the original Federal Award Identification Number (FAIN) or Grant Number for proper federal reporting.
9.8 Ability to add unlimited notes, upload pictures, schematics, or supporting documents for each asset.
9.9 Ability to clone or copy asset records for similar items to streamline data entry.
9.10 Ability to track all asset entries by asset numbers, vendor name, description 1 & 2, purchase date, model number, serial number, etc.
9.11 Track asset disposition or sale, including inactive date, residual value, and gain/loss postings to GL.
9.12 Provide standard and customizable reports for asset inventory, depreciation schedules, grant-funded assets, and NTD/TAM Plan compliance.
9.13 Integration with RTA maintenance system to import rolling stock condition, maintenance events, and major overhaul data to support TAM and NTD reporting. Integration should be automated, updated at least monthly, and include audit logging of imported data.
9.14 Barcode/RFID support for physical asset tracking.



ATTACHMENT B-CHART 10.

BUDGET PLANNING – FUNCTIONAL REQUIREMENTS

DTA currently both plans future budgets and monitors performance in Excel. The DTA would like the ability to generate future budgets and scenarios based on previous years through forecasting, with the ability to adjust variables, and disaggregate levels. **A budget planning module shall include the following functions:**

Budget Planning
<p>10.1 Budget Creation</p> <ul style="list-style-type: none"> • Upload Excel-based budget templates (e.g., by fund, route, cost center, GL account, grant) • Support multiple budget versions (Original, Revised, Forecast) with version comparison
<p>10.2 Budget vs. Actual Reporting</p> <ul style="list-style-type: none"> • Real-time dashboards showing percent spent, dollars remaining, and variance by line item, fund, route, department, or grant. • Drill-down from summary to journal entry, invoice, payroll, or transaction source.
<p>10.3 Grant Budget Tracking</p> <ul style="list-style-type: none"> • Track budget vs. actual vs. reimbursed per FTA grant (5307, 5311, etc.) • Auto-flag unallowable expenses based on grant rules
<p>10.4 Integration</p> <ul style="list-style-type: none"> • Pull actuals from GL, AP (including OCR invoices), payroll (UKG or native ERP), Trapeze (fuel, parts, mileage), and other operational systems. • Push approved budgets to Purchasing module to enforce encumbrances and budget controls.
<p>10.5 Public Sector Compliance</p> <ul style="list-style-type: none"> • Align with GASB 34, NTD (F-10/F-20), and CAFR budget schedules • Export to state DOT or FTA formats
<p>10.6 Scenario Forecasting</p> <ul style="list-style-type: none"> • Create “what-if” scenarios to model changes in revenue, expenses, staffing, and grant funding. Support multiple iterations with automatic version control.
<p>10.7 Custom Reporting and Analytics</p> <ul style="list-style-type: none"> • Ability to generate ad-hoc reports and visualizations for internal management, board review, or grant oversight without VENDOR assistance.
<p>10.8 Alerts and Notifications:</p> <ul style="list-style-type: none"> • Auto-flag overages, encumbrance limits, or unusual spending patterns at the line-item, fund, or department level.

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ATTACHMENT B-CHART 11.

GRANTS MANAGEMENT – FUNCTIONAL REQUIREMENTS

DTA tracks grants in Excel and is heavily funded through state and federal grant programs. Currently, grants are tracked manually in Excel, making it difficult to monitor balances, match requirements, drawdowns, and reporting deadlines across multiple funding sources. DTA requires a fully integrated Grants Management module that supports the entire lifecycle of each award—from application and budgeting through expenditure tracking, reimbursement, and closeout—while automating compliance with federal and state regulations. The system shall include the following functions:

Grants Management (Required)
<p>11.1 Core Grant Lifecycle Management</p> <ul style="list-style-type: none"> • Grant Master Record – store award letter, NOFO, grant #, CFDA, period of performance, total award, match %, cost categories. • Budget vs. Actual vs. Reimbursed – real-time dashboard per grant showing budgeted, committed, expended, reimbursed, remaining. • Budget vs. Actual vs. Reimbursed – real-time dashboard per grant showing budgeted, committed, expended, reimbursed, remaining. • Automated Drawdown Requests – generate FTA ECHO/TEAM draw forms (or state equivalents) with one-click export (PDF/Excel). • Automated alerts for grant expiration and reporting deadlines.
<p>11.2 Integration & Automation</p> <ul style="list-style-type: none"> • AP Automation Link – scanned invoices (OCR) auto-tagged to grant, project, task based on PO, vendor, or GL code. • PO Encumbrance – block purchase orders exceeding available grant balance; show committed \$ in real-time.
<p>11.3 Compliance & Audit Readiness</p> <ul style="list-style-type: none"> • NTD Crosswalk – map grant expenses to NTD F-10/F-20 lines (e.g., 5030 = Vehicle Maintenance) for one-click reporting. • Single Audit Package – export Schedule of Expenditures of Federal Awards (SEFA) with drill-down to invoice/journal. • Match Tracking – auto-calculate local match % and source (cash, in-kind, farebox) with variance alerts.
<p>11.4 Reporting and Closeout</p> <ul style="list-style-type: none"> • Grant Status Dashboard – visual pipeline: Pending → Active → Drawdown → Closeout with days to expiration. • Closeout Wizard – generate final financial report, property inventory, unspent balance return with FTA templates. • Ad-Hoc Grant Reporting – filter by grant, fund, route, garage, cost center with Excel Live Connect.



ATTACHMENT B-CHART 12.

INTEGRATIONS – FUNCTIONAL REQUIREMENTS

The ERP solution must support seamless, reliable integrations with the Duluth Transit Authority’s key operational systems, ensuring accurate, timely data flow for financial management, reporting, and compliance. Integrations must use **industry-standard methods**, including API-based connections (preferred), secure file exchange (SFTP), web services, or vendor-supported connectors. All integrations listed below are **required**, must not rely on custom code unless noted, and must be implemented by Go-Live:

<p>12.1 – Fleet Management Integration (Ron Turley Associates – RTA)</p> <ul style="list-style-type: none"> • Import POs, maintenance costs, labor hours, parts, fuel, mileage, work orders, and technician utilization % into GL, AP, grants, budgeting, and reporting. • Export approved vendors, POs, encumbrance limits to RTA. • Support automated 3-way matching (PO, receiving, invoice). • Full audit trail from RTA transaction to ERP posting. • Map costs to NTD F-30 and FTA categories.
<p>12.2 – Point of Sale (POS) System and Integration</p> <ul style="list-style-type: none"> • Vendor must propose a complete POS solution including hardware, software, and payment processing capable of supporting in-person sales of passes and tickets by type. • System must accept cash and credit card payments and record each transaction by pass/ticket type at point of sale. • System must summarize sales daily by revenue type and automatically import that data into the ERP for staff review and posting. • System must support weekly reconciliation of POS sales to cash deposits by tender type (cash/credit).
<p>12.3 – Payroll Integration (Trapeze → Native Payroll)</p> <ul style="list-style-type: none"> • Auto-import driver hours, overtime, leave from Trapeze → native ERP payroll (replaces UKG). • Calculate gross-to-net with union rules (seniority steps, shift differentials, dues). • Auto-post payroll to GL by fund, route, department — no manual JE. • Update employee self-service portal with real-time accrual balances. • Full audit trail from Trapeze punch → pay → GL.
<p>12.4 – General Integration Requirements</p> <ul style="list-style-type: none"> • API-based preferred; file-based acceptable. • Configurable mapping (no vendor coding). • Automated error handling, alerts, reconciliation logs. • Open standards for future integrations.

ATTACHMENT B-CHART 13.

INTEGRATED FLEET MANAGEMENT SOFTWARE OR MODULE TO REPLACE RTA FUNCTIONALITY – FUNCTIONAL REQUIREMENTS

In addition to the primary requirement of integrating with our existing RTA system, the Duluth Transit Authority invites bidders to propose a comprehensive replacement solution that combines fleet



management and accounting functionality into a single, integrated system or seamlessly integrated pair of systems:

13.1 – Evaluation Criteria for Optional Proposal:

- **Functional Equivalency:** The proposed solution must meet or exceed the core fleet management functionality currently provided by RTA, including:
 - Work order management and preventive maintenance scheduling
 - Parts and inventory management
 - Fuel management and tracking
 - Asset lifecycle management
 - Digital inspections and reporting
- **Accounting Integration:** The fleet module must integrate natively with the proposed accounting module, providing automatic flow of purchasing, inventory, billing, and cost data.
- **Data Migration:** Bidder must provide a detailed plan for migrating all historical fleet data from RTA to the new system.

Additional Recommended Specifications

Indicate in your proposal if **your software has additional features as a future add-on**.

Identify if the features are part of the base software and indicate if they can be turned off until DTA is able to deploy that feature as an add-on application.

Feature	Description

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ATTACHMENT C – SPECIFICATIONS REQUIREMENT FORM

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

Instructions:

DTA requires the VENDOR to review each functional requirement listed in this matrix and indicate whether their proposed solution meets the requirement. For each specification (Chart):

1. Mark 'Yes' if the functionality is available in the base system.
2. Mark 'No' if the functionality is not available in the proposed system.
3. Mark 'Add-On' if the functionality is not part of the base system but is available as an optional add-on module.
4. Use the 'Comments/Notes' column to provide additional information, including:
 - Explanation of how the functionality is met.
 - Description of any required configuration or customization.
 - Cost implications if the functionality is only available as an add-on.
 - Any limitations or conditions associated with the functionality.

Responses in **Attachment C** will be used by DTA evaluators to assess compliance with mandatory requirements, compare VENDOR capabilities, and identify potential costs for optional features.

ATTACHMENT C-CHART 1 - GENERAL SYSTEM (REQUIRED)

General System (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
Cloud-based SaaS platform.				
Full integration between modules, including single entry of information (i.e. using information across multiple modules rather than requiring duplicate entry, such as vendor purchase information automatically flowing to fixed asset record).				
Multiple users working in the same module simultaneously and can generate reports against the same data at the same time.				



General System (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
Test environment for the testing period only, prior to full acceptance.				
System must provide automated integration with existing applications (Trapeze, RTA, internal POS) and allow scheduled or real-time data exchange. Data exports must be compatible with Excel, CSV, or other common formats.				
“Drilling down” from reports, queries or screens from summary to transactional detail.				
Audit/Trail Tracking- ability to view history of which users have accessed, created, modified data entry items.				
Security to include MFA, audit logs, PCI compliance backup solutions and retention of data, also compliance with federal and state data retention and privacy requirements, including audit readiness for FTA and GASB reporting.				
The system has the ability to support API’s (Application Programming Interface) for third-party system integration				
Role based security and ability to assign users to multiple roles.				
Align with FTA’s Uniform System of Accounts (USOA) to facilitate federal and state reporting.				



General System (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
Ability to create unlimited customizable fields that are searchable and reportable.				
Ability to upload and attach documents and assign them to assets, Pos, and budgets.				
3 simultaneous active user licenses and up to 22 view/approve user licenses. Additional user licenses may be required during implementation or after go-live; the system must be able to scale without major reconfiguration.				
Ability to configure automated approval workflows for PO, AP, payroll, and grant expenditures.				

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ATTACHMENT C-CHART 2 - GENERAL LEDGER (REQUIRED)

General Ledger (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
Consistency with Governmental Accounting Standards Board (GASB) standards.				
Full fund accounting with self-balancing funds.				
Maintaining multiple years of budget/accounting history, by year (i.e. changes to current year GL account structures will not impact prior year accounts/amounts).				
Ability to lock the previous year after year-end closure to avoid inadvertent changes.				
Ability to soft-close the previous month after month-end closure to warn against inadvertent changes.				
The ability to denote the type of journal (payroll, reclass, bank, etc.).				
Posting manual and recurring journal entries.				
Automatic journal entry reversals.				
Automatic year-end closing without loss of detail.				
Ability to post to future periods including future fiscal years.				
All journal entries must include user ID, date/time stamp, and modifications for audit purposes.				
GL accounts should integrate seamlessly with budgeting and grant modules, so reports reflect actuals vs. budget by fund/grant/department automatically.				



General Ledger (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
The GL shall provide validation rules to prevent posting to closed periods or misbalanced journals.				
Ability to define fiscal periods and years, independent of calendar dates, with full support for posting and reporting by period and year.				

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ATTACHMENT C-CHART 3 – ACCOUNTS PAYABLE (REQUIRED)

Accounts Payable (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
3.1 The ERP system must include native, out-of-the-box Optical Character Recognition (OCR) functionality to automatically and accurately (minimum 95%) read, extract, and populate key data from scanned or emailed PDF invoices (including multi-page and mixed-format documents) into draft AP invoice entries for review and approval. OCR must be included in the base ERP license and not require third-party software for operation				
3.2 Entered transactions will update vendor accounts and the general ledger.				
3.3 Ability to store, scan, and enter invoices.				
3.4 Tracks which vendors require 1099s and generate 1099s for vendors that need them.				
3.5 Bank reconciliation that matches transactions to the general ledger.				
3.6 Positive Pay file output that is compatible with bank systems.				
3.7 Supports ACH, wire, and check payments with automatic remittance notifications to vendors.				
3.8 Ability to set up recurring invoices.				
3.9 Partially pay invoices and the ability to track set partial payments.				
3.10 Check printing with check signature automatically printed on it. Produces a check register.				



Accounts Payable (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
3.11 Provides duplicate invoice detection and payment verification warnings across vendors.				
3.12 Centralized vendor information with purchase history that is easily searchable by number, invoice date, check date, account code or other criteria.				
3.13 Ability to preview batches before posting.				
3.14 Ability to share transaction electronically for approval.				
3.15 Electronic approval workflows must support configurable routing, including multi-level approvals and dollar-based thresholds.				
3.16 All AP transactions, edits, approvals, and voids must be fully auditable with date, user ID, and reason for change.				
3.17 Invoices linked to purchase orders or fixed assets must automatically update corresponding records and the general ledger.				

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ATTACHMENT C-CHART 4 - ACCOUNTS RECEIVABLE (REQUIRED)

Accounts Receivable (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
4.1 Invoice generation (paper and digital) and email invoices to AR customers.				
4.2 Acceptance of electronic payments.				
4.3 Providing the ability to define payment modes.				
4.4 Ability to copy/duplicate a prior posted invoice and edit that duplicate for current posting.				
4.5 Ability to track unpaid invoices and generate reminders for past due balances.				
4.6 Customer database with detailed customer information.				
4.6 All AR transactions must post automatically to the GL and reconcile with cash receipts to maintain accurate fund balances.				
4.7 The system must provide standard and customizable AR aging reports by customer, fund, or grant, and allow drill-down to individual invoice details.				
4.8 All AR transactions, edits, and adjustments must be logged with date, user, and reason for change				
4.9 Automatic application of payments to invoices.				

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ATTACHMENT C-CHART 5 - REPORTING (REQUIRED)

Reporting (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
5.1 Capable of generating standard financial statements (GL, trial balance, AP, AR, cash, budget vs. actual) compliant with GASB standards.				
5.2 Ability to generate fund-specific, department-specific, route-specific, and grant-specific reports.				
5.3 Support for regulatory and compliance reporting, including FTA, NTD, GASB, MnDOT, WisDOT, and single audit reports. Prebuilt compliance templates for federal reporting.				
5.4 Ability to export to Excel, PDF, CSV, or other common formats for external reporting or submission to FTA/NTD.				
5.5 Report scheduler – auto-run and email daily/weekly/monthly (e.g., AP aging every Friday).				
5.6 Conducting searches, posting transactions, and generating reports at all levels of the account structure by fiscal year, month, calendar years, or any user defined date.				
5.7 Performing keyword, wild card, and multiple field queries. Saving queries and making queries saved available to other users.				
5.8 Reports must reflect real-time data across all modules, eliminating the need for manual reconciliations.				
5.9 Users must be able to drill down from summary-level reports to the underlying transactions, including				



journal entries, invoices, and payment records.				
5.10 Ad-hoc reporting capabilities, including creating custom fields, calculated fields, and filters without vendor intervention.				
5.11 Pre-built dashboards with key metrics for cash, revenue, expenses, and payroll. Dashboards for grants, route performance, or budget vs. actual are highly desired.				

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ATTACHMENT C-CHART 6 - CASH MANAGEMENT (REQUIRED)

Cash Receiving (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
6.1 Record and reconcile all cash, check, credit card, and electronic payments in real time.				
6.2 Support automated posting of cash receipts to multiple GL accounts (by amount or %), including fund, department, grant, and project coding.				
6.3 Maintain multiple register or batch entries per day, with the ability to close batches, review, and make corrections prior to posting.				
6.4 Accept multiple payment types within a single transaction (cash, check, credit/debit, electronic/mobile payments).				
6.5 Integration internal POS to automatically import revenue data and reduce manual Excel entry.				
6.6 Automated reconciliation of imported transactions to cash drawer, POS, and bank deposits, with exception reporting for mismatches.				
6.7 Generate detailed cash receipts reports by date, fund, route, payment type, and point-of-sale location.				
6.8 Audit trail of all cash receipt entries, adjustments, and reconciliations, including user ID, date/time, and reason for modification.				
6.9 Ability to link cash receipts to invoices, passes, or fare transactions, supporting automated AR posting.				



6.10 User-friendly dashboard for tracking daily revenue, outstanding batches, and variances against expected receipts.				
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ATTACHMENT C-CHART 7 - PURCHASING (REQUIRED)

Procurements (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
7.1 Electronic requisition creation, with user-friendly interface for submitting purchase requests.				
7.2 Configurable approval workflows based on department, dollar thresholds, vendor type, or item category. Supports multiple approval levels and allows approvers to leave comments.				
7.3 Automatic budget checking to flag requisitions or POs that exceed allocated budget amounts or grant restrictions.				
7.4 PO generation from approved requisitions, including recurring or one-time orders.				
7.5 Vendor database with detailed vendor information, including W-9 tracking, recurring vs. one-time vendor designation, and purchase history.				
7.6 PO and requisition printing or electronic signature support.				
7.7 Ability to attach supporting documentation (quotes, specs, approvals) to requisitions and POs.				
7.8 Integration with Accounts Payable for automatic invoice matching to POs and requisitions, including partial and split invoices.				
7.9 Ability to link POs to fixed assets for capital purchases, automatically updating asset records when items are received.				



7.10 Real-time tracking of requisition and PO status (submitted, approved, ordered, received, invoiced).				
7.11 Reports and dashboards for outstanding requisitions, open POs, vendor performance, and budget vs. actual by department/fund/grant.				
7.12 Support for one-time or recurring POs with multi-line items, comments, and custom fields.				
7.13 Integration with AP, Cash Management, and GL to post encumbrances, track commitments, and facilitate financial reporting.				

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ATTACHMENT C-CHART 8 - PAYROLL (REQUIRED)

Requisitions (Required)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
<p>8.1 Payroll Processing (Core)</p> <ul style="list-style-type: none"> Support payroll processing for all employee groups, including fixed-route operators, paratransit operators, maintenance, and administrative staff. Support multiple pay frequencies (e.g., biweekly). Calculate gross-to-net pay, including taxes, deductions, benefits, and employer contributions. 				
<p>8.2 Time Capture & Integration</p> <ul style="list-style-type: none"> Automatically import approved operator time from Trapeze, including regular hours, overtime, premium pay, leave, and adjustments. Support ERP-native time entry and approval workflows for non-operator staff. Import time at the detail level (employee, date, earning code, route, and service day), not summary totals. Prevent manual re-entry of time or payroll data. 				
<p>8.3 Earnings, Deductions & Benefits</p> <ul style="list-style-type: none"> Configurable earnings codes (regular, OT, spread premium, holiday, training, etc.). Configurable deductions and benefits (union dues, retirement, health, garnishments). Support pre-tax and post-tax deductions. 				
<p>8.4 Payroll Controls & Adjustments</p>				



<ul style="list-style-type: none"> • Support retroactive pay, off-cycle payrolls, voids, and corrections. • Allow payroll preview and validation prior to posting. • Maintain audit trails for all payroll edits, adjustments, and approvals. • Support separation of duties between time approval, payroll processing, and payroll posting. 				
<p>8.5 Labor Distribution & Cost Allocation</p> <ul style="list-style-type: none"> • Automatically distribute payroll expenses by fund, department, route, grant, project, and cost center. • Support split allocations based on hours worked or predefined percentages. • Support configurable allocation rules that persist across pay periods and fiscal years. • Align labor distribution with FTA Uniform System of Accounts and NTD reporting requirements. 				
<p>8.6 General Ledger Integration</p> <ul style="list-style-type: none"> • Automatically post payroll expenses, accruals, and liabilities to the general ledger. • Support payroll accruals by pay period and month-end. • Eliminate manual payroll journal entries. 				
<p>8.7 Grant & Project Tracking</p> <ul style="list-style-type: none"> • Tag payroll expenses to grants and capital projects at the employee, job, or time entry level. • Prevent posting of payroll costs exceeding available grant or project budgets. • Support grant reimbursement reporting and audit requirements. 				
<p>8.8 Payroll Payments & Tax Reporting</p>				



<ul style="list-style-type: none"> • Support direct deposit and check payments. • Generate payroll tax filings and year-end forms (e.g., W-2). • Support electronic tax payments and reporting. • Support federal, state, and local payroll tax reporting applicable to Minnesota. 				
<p>8.9 Reporting & Compliance</p> <ul style="list-style-type: none"> • Standard payroll reports (registers, earnings summaries, deduction reports). • Support NTD labor reporting (F-30) with drill-down capability. • Export payroll data to Excel and PDF. 				
<p>8.10 Security & Audit</p> <ul style="list-style-type: none"> • Role-based security for payroll access and approvals. • Full audit trail from source time entry through payroll calculation and GL posting. • Compliance with GASB, FTA, NTD, and Single Audit requirements. 				
<p>8.11 System Reliability</p> <ul style="list-style-type: none"> • Payroll processing must be available within the ERP SaaS environment with documented uptime SLAs. • Provide system redundancy and data backup consistent with public-sector standards. 				
<p>8.12 UKG Decommissioning</p> <ul style="list-style-type: none"> • Proposed solution must fully replace UKG payroll processing and eliminate all payroll calculation and posting within UKG. • Any continued use of UKG must be limited to time capture only and clearly identified in the proposal. 				
<p>8.13 Employee Self-Service Portal</p>				



<p>System capable of allowing employees to login and view their pay stubs, W2s, accrual balances, etc.</p>				
<p>8.14 On-Line Application Interface Job applications available to candidates on-line and submitted applications are able to be used to populate new hire information if they are hired.</p>				
<p>8.15 Payroll File Digitization</p> <ul style="list-style-type: none"> • New hire paperwork to be automated/digitized for employees to e-sign remotely. • Pre-hire paperwork, direct deposit info, drivers licenses, etc are able to be warehoused in the system. 				

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ATTACHMENT C-CHART 9 - FIXED ASSETS (REQUIRED)

Fixed Assets (Desirable)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
9.1 System tracks depreciation and amortization and posts automatically to the GL.				
9.2 Support customizable asset thresholds, classifications, and categories by type, class code, location, department, condition, use, and funding source.				
9.3 Ability to track fixed and rolling assets with different depreciation schedules. Ability to set different depreciation schedules based on type of item.				
9.4 Ability to track information about rolling assets – vehicle ID, make, model, year, cost, funding source(s), location, condition, when it was obtained, major overhaul, and other info needed to report to NTD and in TAM Plan.				
9.5 Track fixed asset details: type, condition assessment, capital responsibility, cost, year built/purchased, acquisition source, and other NTD/TAM Plan reporting requirements.				
9.6 Integration with Accounts Payable for automated addition of newly acquired assets from approved POs and invoices.				
9.7 Ability to track all fixed assets to the original Federal Award Identification Number (FAIN) or Grant Number for proper federal reporting.				



Fixed Assets (Desirable)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
9.8 Ability to add unlimited notes, upload pictures, schematics, or supporting documents for each asset.				
9.9 Ability to clone or copy asset records for similar items to streamline data entry.				
9.10 Ability to track all asset entries by asset numbers, vendor name, description 1 & 2, purchase date, model number, serial number, etc.				
9.11 Track asset disposition or sale, including inactive date, residual value, and gain/loss postings to GL.				
9.12 Provide standard and customizable reports for asset inventory, depreciation schedules, grant-funded assets, and NTD/TAM Plan compliance.				
9.13 Integration with RTA maintenance system to import rolling stock condition, maintenance events, and major overhaul data to support TAM and NTD reporting. Integration should be automated, updated at least monthly, and include audit logging of imported data.				
9.14 Barcode/RFID support for physical asset tracking.				

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ATTACHMENT C-CHART 10 - BUDGET PLANNING (REQUIRED)

Budget Planning (Desirable)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
<p>10.1 Budget Creation</p> <ul style="list-style-type: none"> • Upload Excel-based budget templates (e.g., by fund, route, cost center, GL account, grant) • Support multiple budget versions (Original, Revised, Forecast) with version comparison 				
<p>10.2 Budget vs. Actual Reporting</p> <ul style="list-style-type: none"> • Real-time dashboards showing percent spent, dollars remaining, and variance by line item, fund, route, department, or grant. • Drill-down from summary to journal entry, invoice, payroll, or transaction source. 				
<p>10.3 Grant Budget Tracking</p> <ul style="list-style-type: none"> • Track budget vs. actual vs. reimbursed per FTA grant (5307, 5311, etc.) • Auto-flag unallowable expenses based on grant rules 				
<p>10.4 Integration</p> <ul style="list-style-type: none"> • Pull actuals from GL, AP (including OCR invoices), payroll (UKG or native ERP), Trapeze (fuel, parts, mileage), and other operational systems. • Push approved budgets to Purchasing module to enforce encumbrances and budget controls. 				
<p>10.5 Public Sector Compliance</p> <ul style="list-style-type: none"> • Align with GASB 34, NTD (F-10/F-20), and CAFR budget schedules • Export to state DOT or FTA formats 				
<p>10.6 Scenario Forecasting</p> <p>Create “what-if” scenarios to model changes in revenue, expenses, staffing,</p>				



and grant funding. Support multiple iterations with automatic version control.				
10.7 Custom Reporting and Analytics Ability to generate ad-hoc reports and visualizations for internal management, board review, or grant oversight without VENDOR assistance.				
10.8 Alerts and Notifications: Auto-flag overages, encumbrance limits, or unusual spending patterns at the line-item, fund, or department level.				

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ATTACHMENT C-CHART 11 - GRANTS MANAGEMENT (REQUIRED)

Grants Management (Desirable)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
<p>11.1 Core Grant Lifecycle Management</p> <ul style="list-style-type: none"> Grant Master Record – store award letter, NOFO, grant #, CFDA, period of performance, total award, match %, cost categories. Budget vs. Actual vs. Reimbursed – real-time dashboard per grant showing budgeted, committed, expended, reimbursed, remaining. Budget vs. Actual vs. Reimbursed – real-time dashboard per grant showing budgeted, committed, expended, reimbursed, remaining. Automated Drawdown Requests – generate FTA ECHO/TEAM draw forms (or state equivalents) with one-click export (PDF/Excel). Automated alerts for grant expiration and reporting deadlines. 				
<p>11.2 Integration & Automation</p> <ul style="list-style-type: none"> AP Automation Link – scanned invoices (OCR) auto-tagged to grant, project, task based on PO, vendor, or GL code. PO Encumbrance – block purchase orders exceeding available grant balance; show committed \$ in real-time. 				



<p>11.3 Compliance & Audit Readiness</p> <ul style="list-style-type: none"> • NTD Crosswalk – map grant expenses to NTD F-10/F-20 lines (e.g., 5030 = Vehicle Maintenance) for one-click reporting. • Single Audit Package – export Schedule of Expenditures of Federal Awards (SEFA) with drill-down to invoice/journal. • Match Tracking – auto-calculate local match % and source (cash, in-kind, farebox) with variance alerts. 				
<p>11.4 Reporting and Closeout</p> <ul style="list-style-type: none"> • Grant Status Dashboard – visual pipeline: Pending → Active → Drawdown → Closeout with days to expiration. • Closeout Wizard – generate final financial report, property inventory, unspent balance return with FTA templates. • Ad-Hoc Grant Reporting – filter by grant, fund, route, garage, cost center with Excel Live Connect. 				

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ATTACHMENT C-CHART 12 - INTEGRATIONS (REQUIRED)

Contract/Project Accounting (Desirable)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
<p>12.1 – Fleet Management Integration (Ron Turley Associates – RTA)</p> <ul style="list-style-type: none"> • Import POs, maintenance costs, labor hours, parts, fuel, mileage, work orders, and technician utilization % into GL, AP, grants, budgeting, and reporting. • Export approved vendors, POs, encumbrance limits to RTA. • Support automated 3-way matching (PO, receiving, invoice). • Full audit trail from RTA transaction to ERP posting. • Map costs to NTD F-30 and FTA categories. 				
<p>12.2 – Point of Sale (POS) System and Integration</p> <ul style="list-style-type: none"> • Vendor must propose a complete POS solution including hardware, software, and payment processing capable of supporting in-person sales of passes and tickets by type. • System must accept cash and credit card payments and record each transaction by pass/ticket type at point of sale. • System must summarize sales daily by revenue type and automatically import that data into the ERP for staff review and posting. • System must support weekly reconciliation of POS sales to cash deposits by tender type (cash/credit). 				
<p>12.3 – Payroll Integration (Trapeze → Native Payroll)</p>				



<ul style="list-style-type: none"> • Auto-import driver hours, overtime, leave from Trapeze → native ERP payroll (replaces UKG). • Calculate gross-to-net with union rules (seniority steps, shift differentials, dues). • Auto-post payroll to GL by fund, route, department — no manual JE. • Update employee self-service portal with real-time accrual balances. • Full audit trail from Trapeze punch → pay → GL. 				
<p>12.4 – General Integration Requirements</p> <ul style="list-style-type: none"> • API-based preferred; file-based acceptable. • Configurable mapping (no vendor coding). • Automated error handling, alerts, reconciliation logs. • Open standards for future integrations. 				

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ATTACHMENT C-CHART 13 - INTEGRATED FLEET MANAGEMENT SOFTWARE OR MODULE TO REPLACE RTA FUNCTIONALITY (OPTIONAL)

Contract/Project Accounting (Desirable)	Yes	No	Add-On	Comments/Notes (Provide details if Add-On)
<p>13.1 – Evaluation Criteria for Optional Proposal:</p> <ul style="list-style-type: none"> • Functional Equivalency: The proposed solution must meet or exceed the core fleet management functionality currently provided by RTA, including: <ul style="list-style-type: none"> ○ Work order management and preventive maintenance scheduling ○ Parts and inventory management ○ Fuel management and tracking ○ Asset lifecycle management ○ Digital inspections and reporting • Accounting Integration: The fleet module must integrate natively with the proposed accounting module, providing automatic flow of purchasing, inventory, billing, and cost data. • Data Migration: Bidder must provide a detailed plan for migrating all historical fleet data from RTA to the new system. 				

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ATTACHMENT D—EXAMPLE CONTRACT (DTA) TERMS & CONDITIONS FINANCIAL MANAGEMENT SOFTWARE

Duluth Transit Authority (DTA) • Contract No. _____ RFP No. _____

1. PARTIES; EFFECTIVE DATE

This Contract (“Contract”) is entered into by and between the Duluth Transit Authority (“DTA”), 2402 W. Michigan St., Duluth, MN 55806, and [VENDOR Legal Name], a [State and Entity Type] with offices at [Address] (“VENDOR”), effective as of the date of last signature below (“Effective Date”).

2. ORDER OF PRECEDENCE; ENTIRE AGREEMENT

The Contract Documents in priority order consist of: (a) FTA Required Contract Clauses (as applicable); (b) this Contract; (c) the RFP and all addenda; (d) VENDOR’s final proposal and clarifications; (e) DTA’s Standard Terms and Conditions; and (f) executed change orders/amendments. This Contract is the entire agreement regarding its Subject matter.

3. TERM; RENEWALS

The initial Contract term is seven years and shall remain in effect unless terminated earlier as provided herein.

The DTA may, at its sole discretion, extend the term of this Contract for a period of three years upon written notice to the Contractor. If the DTA extends the term of the Contract, all of the terms and conditions of the Contract shall continue unmodified, in full force and effect.

4. SCOPE OF WORK (SAAS & SERVICES)

VENDOR will provide a cloud-hosted financial management system meeting RFP requirements, plus implementation services including project management, configuration, data migration, integrations, testing, training, and go-live support per an approved Implementation Plan. Deliverables and milestones will align with acceptance criteria (Section 10) and payment terms (Section 13).

5. HOSTING, SECURITY, AND COMPLIANCE

Hosting: U.S.-based data centers with redundancy, daily backups, and disaster recovery (RTO ≤ 24 hours; RPO ≤ 24 hours).

Security: Encryption in transit and at rest; documented information security program (e.g., SOC 2 Type II or equivalent).

Breach Notification: VENDOR shall notify DTA of any security incident affecting DTA Data within 48 hours of confirmation, cooperate in remediation, and provide root cause analysis.

Compliance: VENDOR must comply with applicable law, DTA IT/security policies (ATTACHMENT D), and reasonable audit/assessment requests.

6. DTA DATA; INTELLECTUAL PROPERTY; ESCROW (OPTIONAL)

Ownership: DTA retains all rights in DTA Data. VENDOR receives a limited license to process DTA Data solely to perform this Contract.



Usage Data: Aggregated, de-identified analytics permitted without revealing DTA Personal/Confidential Information.

Software IP: The Software remains VENDOR IP; DTA has a right to access/use during the Term. If on-prem components exist, source code escrow with release conditions (bankruptcy, cessation of support, or uncured material breach) will be provided.

7. SERVICE LEVELS (SLA)

VENDOR will meet the following minimum service levels. Service credits apply as a non-exclusive remedy for SLA shortfalls.

Metric	Target	Notes / Credits
Monthly Uptime	≥ 99.5%	Credits of []% of monthly fee per []% below target (cap []%).
Priority 1 (System Down)	Response ≤ 1 hr; workaround ≤ 4 hrs; resolution ≤ 1 business day	24x7 coverage for P1.
Priority 2 (Severe Degradation)	Response ≤ 2 hrs; resolution ≤ 2 business days	Notice of root cause upon resolution.
Priority 3 (Functional Defect)	Response ≤ 1 business day; included in next patch	Targeted scheduling communicated in release notes.

8. IMPLEMENTATION; CHANGE CONTROL

The parties will maintain a joint project plan with tasks, owners, dates, and acceptance checkpoints. Changes will be documented, impact-assessed, and authorized via written change order executed by both parties.

9. DELIVERABLE AND FINAL ACCEPTANCE

Deliverable Acceptance: DTA has 15 business days to review each Deliverable. If rejected, VENDOR shall remedy and resubmit within 10 business days.

Final Acceptance: After successful UAT, training completion, cutover, and 30 consecutive calendar days of stable operations in production.

10. WARRANTY; SUPPORT & MAINTENANCE

Software Warranty: For 12 months after Final Acceptance, the Software will perform materially to specifications; VENDOR will remedy nonconformities without charge.

Services Warranty: Services will be professionally delivered.

Support & Maintenance (post-warranty): Security patches and minor updates included major upgrades offered under maintenance. Support hours [7:00 a.m.–6:00 p.m. CT, Mon–Fri] and 24x7 for Priority 1.



11. CONFIDENTIALITY; PUBLICITY/ENDORSEMENTS

Confidential Information obligations survive three (3) years (and indefinitely for trade secrets, security documents, and DTA Data). VENDOR must obtain DTA approval prior to publicity and may not claim DTA endorsement.

12 . PRICING

The DTA shall pay the Contractor in current funds for the performance of the work as set forth in Attachment E – Price Proposal Form.

13. INVOICING, AND PAYMENT

All invoices shall reference the Contract Number# _____, and include any required supporting documentation. Invoices are to be emailed to finance@duluthtransit.com

Undisputed invoices will be paid within 30 days.

14. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees that it shall defend, indemnify, and hold harmless the DTA, ATE Management of Duluth, their officers, employees, and agents, from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by Contractor or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the DTA, and ATE Management of Duluth in all matters where claims of liability against the DTA, or ATE Management of Duluth arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of the Contractor, including but not limited to the failure to supervise, breach of warranty, IP infringement, or breach of confidentiality/security, the failure to warn, the failure to prevent such act or omission by Contractor, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against DTA, or ATE Management of Duluth. On ten days' written notice from the DTA, or ATE Management of Duluth, the Contractor shall appear and defend all lawsuits against the DTA, and ATE Management of Duluth growing out of such injuries or damages. Contractor shall not be required to indemnify DTA, and ATE Management of Duluth for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omission of the DTA, and ATE Management of Duluth. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Contractor. Nothing in this provision shall affect the limitations of liability of the DTA, and ATE Management of Duluth as set forth in Minnesota Statutes Chapter 466. The Contractor understands this provision may affect its rights and may shift liability and specifically agrees to the same.

15. INSURANCE

Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and DTA, and ATE Management of Duluth, from all liability described in the paragraph above.



Coverage	Minimum Limits	Key Requirements
Commercial General Liability	\$2,000,000 per occurrence; \$2,000,000 aggregate	Additional insured (DTA & State); primary & non-contributory.
Commercial Auto Liability	\$2,000,000 CSL	Owned, hired, non-owned.
Professional/Tech E&O	\$2,000,000 per claim; \$2,000,000 aggregate	Retro date ≤ Effective Date; maintain 3 yrs post-completion or ERP.
Cyber/Privacy Liability	\$2,000,000 aggregate	Breach response, privacy, network security.
Workers' Comp / Employer's Liability	Per statute (MN); \$100k/\$500k/\$100k minimums	Provide COI prior to work; A.M. Best A/VII carriers.

Additional Insured: DTA and ATE Management of Duluth SBC shall be named as Additional Insured under Commercial General Liability, Excess/Umbrella Liability*, and Automobile Liability. Alternatively, Contractor may provide an Owners-Contractors Protective policy naming itself and DTA/ATE Management of Duluth SBC.

The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.

Certificates showing that Contractor is carrying the above-described insurance in the specified amounts shall be furnished to the DTA within (10) days of the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.

16. IP INFRINGEMENT REMEDY

VENDOR will defend/resolve IP claims and, if enjoined, procure rights, replace, or modify to be non-infringing without material loss of functionality. If none is feasible, DTA may terminate the affected portion for a pro-rata refund of prepaid, unused fees.

17. RECORDS; AUDIT; MINNESOTA GOVERNMENT DATA PRACTICES ACT

VENDOR will maintain books and records for six (6) years and make them available to DTA, the Minnesota State Auditor, or authorized representatives upon request. VENDOR is subject to Minn. Stat. Ch. 13.

18. COMPLIANCE; NONDISCRIMINATION; EQUAL PAY; AFFIRMATIVE ACTION

VENDOR will comply with applicable federal and state requirements, including nondiscrimination, affirmative action, and equal pay certification thresholds.



19. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Clauses are incorporated by reference and flow down to Subcontractors at required tiers (e.g., Access to Records; Debarment & Suspension; Byrd Anti-Lobbying; Clean Air/Water; Energy Conservation; Recycled Products; Termination; Program Fraud; DBE; Employee Protections where applicable; Buy America where applicable).

20. TAXES

DTA is exempt from federal excise and certain state/local taxes as allowed by law. VENDOR remains responsible for its taxes.

21. ASSIGNMENT; SUBCONTRACTING; CONFLICTS

No assignment or Subcontracting without DTA's prior written consent. VENDOR will avoid and disclose organizational conflicts of interest.

22. TERMINATION; SUSPENSION; FUNDING OUT

DTA may terminate for convenience or for cause (Subject to cure). Suspension/termination may occur for lack of funding. If a suspension for funding is not lifted within 90 days, VENDOR may terminate upon written notice.

23. DISPUTES; VENUE; CONTINUING PERFORMANCE

This Contract shall be governed by the applicable laws of the City of Duluth and State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

Vendor shall continue performance during disputes.

24. INDEPENDENT CONTRACTOR; PREVAILING WAGE

VENDOR and its personnel are independent contractors and is not an employee of the DTA for any purpose. No statement contained in this Contract shall be construed so as to find Contractor to be an employee of the DTA, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the DTA, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Prevailing wage is not anticipated for this SaaS procurement unless otherwise required by law or the RFP.

25. COMMUNICATIONS

Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. Communications in connection with this Contract shall be in writing by e-mail addressed to the officer(s) or employee(s) of the DTA and of the Contractor designated to receive such communications. DTA designee: James Barg, Director of Finance, 2402 W. Michigan St., Duluth, MN 55806, Email: jbarg@duluthtransit.com

VENDOR: [Name/Title], [Address], Email: [_____]



26. SEVERABILITY

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Contract.

27. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in “portable document format” (“pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Contract shall have the same effect as physical delivery of the paper document bearing the original signature.

DULUTH TRANSIT AUTHORITY (DTA)

By: _____

Name: James Barg

Title: Director of Finance

Date: _____

[CONTRACTOR LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT E– PRICE PROPOSAL FORM | ESTIMATE OF COSTS

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

Proposers shall not modify the excel price proposal form and identified TABS in the file. The formulas shall be reviewed for accuracy prior to submittal. If proposals need to provide information on any details not covered by this form, they may do so under a separate sheet or note in the comment sections provided. The excel file is posted on the DTA website.

Additional documentation can be attached to illustrate your assumptions associated with the costs. Include in the separate email that is distributed to the RFP Administrator all attachments with clear notation of what they are and item they reference.

Initial Pricing submitted is for evaluation purposes and can change during negotiations with the selected VENDOR.

ATTACHMENT E TABLE 1, Year One (Implementation Year /Deployment Year)

Cost Estimate – Financial Management Software (Duluth Transit Authority)				
[Vendor Name]				
<i>Assume 1-year software license and support agreement</i>				
Category	Description	Unit Cost	Qty	Subtotal
Annual License (Core Platform)	Required annual software subscription/license			\$0.00
Support & Maintenance (12 months)	Required updates, patches, help desk			\$0.00
Implementation & Configuration	One-time setup, configuration, environment provisioning			\$0.00
Training	Onboarding & user/admin training (hours or fixed)			\$0.00
Data Migration	Extract/transform/load from current system(s)			\$0.00
Integrations	API or file-based integrations (e.g., payroll, banking)			\$0.00
Other Items and Expenses				
Add-Ons (as identified in your proposal)				\$0.00
TOTAL				\$0.00



IMPLEMENTATION COSTS – SOFTWARE ONE-TIME COSTS & FUTURE COSTS.

Year 1 & Implementation are noted in the excel file line items 1-8, “Year 1 Service or One-Time” includes initial costs to purchase, set up and deploy the software. Year 1 also includes one year of software and year one license. Sheets 2-5 are to identify your costs beyond year 1. Should a line item not be applicable to your software illustrate “**Not Offered**” into the units, unit costs, and total and annual costs cells in the excel file. If a proposer is working with a third-party VENDOR for a solution, identify that it is offered from a third-party entity, in the comments section.

ATTACHMENT E-Table 1 is identified as a tab in the excel file as “Cost Template”.

The estimate table shall be completed to illustrate the costs associated to **implementing – deploying the software** based on the RFP requirements.

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

Item 1 - Software Licensing: *Financial Management-licensing fees for core financial software modules for the first year.*

Item 2- Annual Support & Maintenance- *Annual software license renewals beyond year 1,*

Item 3 - Implementation / Configuration – *Implementation labor, project management, configuration set-up.*

Item 4-Training and Documentation- *User training, training materials, and documentation.*

Item 5 - Data Migration- *Migrating existing financial data into new system.*

Item 6 - Integration with Existing Systems- *Integration with existing DTA software (e.g., dispatch, HR, asset management).*

Item 7- Other Items and Expenses- *List any other items or expenses*

Item 8- Add on (if it applies)

Implementation

On-site – supplemental costs associated with user assessment, installation, database conversion, etc., must be included in the year one cost sheet.

Additional Costs, such as labor and associated travel costs (not associated with training), including

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

The above table should be completed and submitted with the proposal documents. A separate document has been provided by the DTA for VENDORS’ convenience.



ATTACHMENT F – ALLOWABLE EXPENSE REIMBURSEMENT

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

Travel Status

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

Restrictions

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

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

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

- DTA will not pay travel for any employee outside the United States.
- All air travel shall use domestic airlines for travel for this project.
- Travel for any employee including trainers outside the United States will not be reimbursed by this contract.



ATTACHMENT G – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

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

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

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

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

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

Signature and Title of Authorized Official

Date



ATTACHMENT H — CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

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

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

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

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

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

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

Statutory Guidance. Minnesota Statutes §16C.02, Subdivision 10(a) places limits on DTA’s ability to Contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “VENDOR” includes “PROPOSER” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the VENDOR is unable or potentially unable to render impartial assistance or advice to the state; (2) the VENDOR’s



objectivity in performing the contract work is or might otherwise be impaired; or (3) the VENDOR has an unfair advantage.

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

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



- The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

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

- Determined that no potential organizational conflict of interest exists.
- Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature _____ Date _____

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



ATTACHMENT I — RESPONDER DECLARATIONS

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

A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

C. **Non-Collusion Certification.**

1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other VENDOR designed to limit fair or open competition; and

2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

D. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

E. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, the VENDOR will be required to register in a free portal to report diverse spend. Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

F. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any DTA, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

3. The undersigned must require that the language of this certification be included in the award documents for all SUB-awards at all tiers (including Subcontracts, SUB-grants, and contracts under grants, loans, and cooperative agreements) and that all SUB-recipients must certify and disclose accordingly.

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



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

Authorized Signature

Responder's firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____



ATTACHMENT J — AFFIDAVIT OF NONCOLLUSION

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

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

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

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

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

Additionally;

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

Company Name

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

Signed _____

Date _____



ATTACHMENT K — CERTIFICATION REGARDING LOBBYING

LOBBYING RESTRICTIONS

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

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

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

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

_____ Signature of VENDOR's Authorized Official

_____ Name and Title of VENDOR's Authorized Official

_____ Date



ATTACHMENT L — CERTIFICATION REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

Applicability to Contracts

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

Flow Down

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

Clause Language:

(1) The VENDOR certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

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

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

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

_____ Signature of VENDOR's Authorized Official

_____ Name and Title of VENDOR's Authorized Official

_____ Date



ATTACHMENT M — FEDERAL CONTRACT CLAUSES

Cargo Preference Requirements

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

The VENDOR agrees:

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

Energy Conservation Requirements

42 U.S.C. 6321 et seq.

49 CFR Part 622, Subpart C

42 U.S. Code § 6201

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

These requirements extend to all third-party Contractor and any subcontractors and their contracts at every tier and subrecipients and their Contractor and any subcontractors at every tier.

Model Clause/Language

Energy Conservation – The Contractor and any subcontractor agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S. Code § 6201).



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

Applicability to Contracts

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

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

Mandatory Clause/Language

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

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

- Lobbying Certification and Disclosure of Lobbying Activities for third party VENDORS are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that VENDORS file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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



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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

1. **Record Retention.** The VENDOR will retain and will require its SUB Vendors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, SUB-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2. **Retention Period.** The VENDOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The VENDOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The VENDOR agrees to provide sufficient access to FTA and its VENDORS to inspect and audit records and information related to performance of this contract in accordance with 2 CFR 200.337.
4. **Access to the Sites of Performance.** The VENDOR agrees to permit FTA and its VENDOR's access to the sites of performance under this contract in accordance with 2 CFR 200.337.

Changes to Federal Requirements
49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

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

Model Clause/Language

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



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

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

Model Clause/Language

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

No Obligation by the Federal Government.

1. The parties acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, VENDOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The parties agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUB VENDOR who will be subject to its provisions.

Recycled Products

**42 U.S.C. § 6962 , 40 C.F.R. part 247
2 C.F.R. part § 200.323, FTA C 4220.1G**

Applicability to Contracts

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

Flow Down

These requirements extend to all third-party Contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

Under 2 CFR 200.323 a recipient or subrecipient that is a State agency or agency of a political subdivision of a State, and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the



quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001, 49 C.F.R. part 31

Applicability to Contracts

The Program Fraud clause applies to all third-party contracts that are federally funded.

Flow Down

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

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor and any subcontractor acknowledge that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor and any subcontractor certify or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor and any subcontractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor and any subcontractor to the extent the Federal Government deems appropriate.

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

The Contractor and any subcontractor agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor and any subcontractor who will be subject to the provisions.



Notice of FTA and US DOT Inspector General of Waste, Fraud, Abuse, or Other Legal Matters
49 U.S.C. § 5323; 31 U.S.C. § § 3801-3812;
18 U.S.C. § 1001; 49 C.F.R. 31; Best Practices Manual A-54

Applicability to Contracts

The Notice of Waste, Fraud, Abuse, or Other Legal Matters clause applies to all third-party contracts that are federally funded.

Flow Down

The Notice of Waste, Fraud, Abuse, or Other Legal Matters clause extends to all third-party Contractor and their contracts at every tier. These requirements flow down to Contractor and any subcontractors who make, present, or submit covered claims and statements.

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region (in the case of subrecipients, prompt notification to the State is required) in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Trafficking In Persons
2023 MA §4(f)

The Contractor and any subcontractor agree that it and its employees that participate in the Recipient’s Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- (c) Use forced labor in the performance of the Recipient’s Award or sub agreements thereunder.



Termination
2 C.F.R. § 200.340,
2 C.F.R. § 200, Appendix II (B)

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third-party Contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency to be paid the Contractor If the Contractor has any property in its possession belonging to the Agency, the Contractor will account for the same and dispose of it in the manner the Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions to cure the defect.

If Contractor fails to remedy to the Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the Agency setting forth the nature of said breach or default, the Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Agency shall not limit the Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.



Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of Agency, acts of



- another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable; the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.



Government-Wide Debarment and Suspension (Non-procurement)
2 C.F.R. § 200.214; 2 C.F.R. § 180; 2 C.F.R. § 1200;
E.O. 12549; E.O. 12689; Best Practices Manual A-45

Background and Applicability

The regulations in [2 CFR part 180](#) restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Applies to any contract, regardless of tier, that is awarded by a VENDOR, SUB-VENDOR, supplier, VENDOR, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed \$25,000.

Flow Down

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

Model Clause/Language

The VENDOR shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the VENDOR shall verify that its principals, affiliates, and SUB-VENDORS are eligible to participate in this federally funded contract and are not presently declared by any Federal department or DTA to be:

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

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

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



Civil Rights Laws and Regulations
49 C.F.R Part 21, 49 U.S.C. § 5332
42 U.S.C. 2000f, 20 U.S.C. 1681
49 C.F.R. part 25, 42 U.S.C. § 6101
29 U.S.C. § 623

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

1. Federal Equal Employment Opportunity (EEO) Requirements.

a. Nondiscrimination in Federal Public Transportation Programs. t 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibit discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964, “49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. And implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 121010 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.



Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part Thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

**CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61**

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.



Clean Air Act

- (1) The Contractor and any subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
- (2) The Contractor and any subcontractor agree to report each violation to the Purchaser Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the federal reporting agency, and the appropriate EPA Regional Office.
- (3) The Contractor and any subcontractor-also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS 33 U.S.C. § 1251 - 1387

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Federal Water Pollution Control Act

- (1) The Contractor and any subcontractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- (2) The Contractor and any subcontractor agree to report each violation to the Purchaser Agency and understands and agrees that the Purchaser Agency will, in turn, report each violation as required to assure notification to federal reporting agency, and the appropriate EPA Regional Office.
- (3) The Contractor and any subcontractor also agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Equal Employment Opportunity (EEO) Requirements 49 U.S.C. § 5332; Title VII of the Civil Rights Act of 1964; Best Practices Manual A-24

Applicability to Contracts

The EEO Requirements apply to all contracts.

Model Clause/Language

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

Federal Equal Employment Opportunity (EEO) Requirements. DTA is an Equal Opportunity Employer. As such, DTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, DTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.



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

1. Federal Equal Employment Opportunity (EEO) Requirements. This include, but are not limited to:
 - a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. §5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 1601 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

3. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party VENDORS must comply with their responsibilities under Title I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Breaches And Dispute Resolution
Circular 4220.1G - (Page III-7)
2 CFR 200.318(k)

Applicability to Contracts

All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractor and any subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

2 CFR 200.318(k) assigns responsibility to the recipient and subrecipients for resolving all contractual and administrative issues arising out of its third-party procurements

Flow Down

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

Model Clauses/Language: 2 CFR 200.318(k) assigns responsibility to the recipient and subrecipient for resolving all contractual and administrative issues arising out of its third-party procurements, including source evaluation and selection, protests of awards, disputes, and claims. FTA will not substitute its judgment for that of the recipient and subrecipient unless the matter is primarily a Federal concern. FTA also encourages the recipient and



subrecipient to consider alternative dispute resolution procedures. Neither FTA nor 2 CFR Part 200 relieves the recipient and subrecipient of any responsibilities under its contracts. FTA encourages the recipient and subrecipient to consider alternative dispute resolution procedures to the extent appropriate. FTA is not a party to its recipients' third-party contracts and does not have any obligation to any participant in its recipients' third-party contracts. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.

**Disadvantaged Business Enterprise (DBE)
49 CFR Part 26**

Background and Applicability

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

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

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

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

Clause Language

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

Disadvantaged-Small Business Enterprises

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

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



limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

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

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

DBE/SBE-Neutral

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

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

Incorporation of Federal Transit Administration (FTA) Terms FTA Circular 4220.1G

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions. The Contractor and any subcontractor shall not perform any act, fail to perform any act, or refuse to comply with any MnDOT Office of Transit and Active Transportation requests which would cause MnDOT Office of Transit and Active Transportation to be in violation of the FTA terms and conditions.

FEDERAL CHANGES Master Agreement 3.j (1)

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

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

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor and any subcontractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master



Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor and any subcontractor's failure to comply shall constitute a material breach of this contract.

Prompt Payment
49 CFR 26.29

Applicability to Contracts

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

Flow Down

Applies to subrecipient, VENDORS and SUB-VENDORS at all tiers.

Model Clause/Language

These requirements extend to all third-party Contractor and any subcontractors and their contracts at every tier and subrecipients and their Contractor and any subcontractors at every tier. The Contractor and any subcontractors are required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor and any subcontractor's receipt of payment for that work. In addition, the Contractor and any subcontractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor and any subcontractor's work related to this contract is satisfactorily completed.

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

You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor. (49 C.F.R. § 26.29)

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT
2 CFR part 200.471

Applicability to Contracts

The Prompt Payment requirements are applicable to all contracts.

Flow Down

These requirements extend to all third-party Contractor and any subcontractors and their contracts at every tier and subrecipients and their Contractor and any subcontractors at every tier.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

Safe Operation of Motor Vehicles

**U.S. DOT Order No. 3902.10 Executive Order No. 13043
Executive Order No. 13513, 23 U.S.C. part 402 (FHWA)**

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party Contractor and any subcontractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third-party Contractor and any subcontractors at every tier.

Safe Operation of Motor Vehicles - Seat Belt Use

The Contractor and any subcontractor are encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor and any subcontractor or the Transit Agency.

Distracted Driving

The Contractor and any subcontractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.