



REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

REQUEST FOR PROPOSAL DISPATCH SOFTWARE

ISSUE DATE: FEBRUARY 17, 2025

PROPOSAL DUE DATE: MARCH 14, 2025

TIME: 2PM CENTRAL DAYLIGHT TIM

**Prepared by:
Prairie Lakes Transit (PLT)
Faribault-Martin County
Attn: Jeremy Monahan**

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1 REQUEST FOR PROPOSAL – AGENCY / CLIENT INFORMATION

Faribault-Martin County Transit (also known as Prairie Lakes Transit and hence referred to as PLT in this RFP) is seeking to replace its existing RouteMatch software with a cloud-based vendor software for CAD/AVL and scheduling technology. PLT desires to have a single vendor to provide dispatch software, installation, and successful deployment of dispatching for their public transit services. The term for this project is five years, year one being the installation and deployment and years out being the services for the technology. Out years are not guaranteed, and the vendor shall provide quality services to continue beyond year 2, as approved and noted by the RFP Administrator.

The project scope of work and associated objectives, requirements, tasks, and deliverables are illustrated in **Attachment A**.

Attachments B & C provides further details of the project specifications and requirements related to the dispatch software.

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

2 BACKGROUND

PLT is located in south central Minnesota and provides service to Faribault and Martin counties. Service is a combination of Dial-a-ride and deviated fixed-route bus service. Dial-a-ride is curb-to-curb service and operated throughout both counties. PLT operates using a 15 min pick-up window on either side of the scheduled pickup time, and reservations can be made up to 2 weeks in advance. The first leg of a trip is typically scheduled in advance (though same day requests are accommodated as space is available), but the passenger must call to be picked up for their return trip when they are ready. Return trips are typically not scheduled in advance.

There are three deviated fixed routes and each will deviate up to ¼ mile off of the route to pick up and drop off passengers. The Red and Green routes operate in Fairmont and the Blue route in Blue Earth. All three operate hourly service. The Gold Route is an on-demand community-to-community service – connecting the cities of Fairmont and Blue Earth. This route is framed around prescribed identified times during the day. **TABLE A** illustrates the route / services and related schedule. Maps for the deviated fixed routes can be found here: <https://www.pltransit.com/route-maps/>.

The remainder of this page is intentionally left blank.

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TABLE A

Route/Service	Days of the Week	Span of Service
Community to Community – On Demand service (Gold Route) (Fairmont to Blue Earth)	Monday – Friday	6:00 am – 9:00 am (3 trips) 10:00 am – 2:00 pm (4 trips)
Deviated Fixed Route: Red and Green Routes (Fairmont)	Monday – Friday	6:00 am – 6:00 pm
Deviated Fixed Route: Blue Route (Blue Earth)	Monday – Friday	6:00 am – 6:00 pm
Dial-a-Ride: Faribault & Martin Counties (AKA Silver, Orange, Purple, Grey, Diamond)	Monday – Friday	6:00 am – 6:00 pm
Dial-a-Ride: Fairmont (AKA Amber Route)	Monday – Friday	6:00 pm – 10:00 pm
Dial-a-Ride: Fairmont (AKA Cardinal Route)	Saturday	9:00 am – 7:00 pm
Dial-a-Ride: Blue Earth/Winnebago/Elmore (AKA Buccaneer Route)	Saturday	9:00 am – 3:00 pm

In 2023 PLT averaged 200 rides per day, operated 9 vehicles in peak, had a fleet of 13 vehicles, traveled 385,540 revenue miles, 23,253 revenue hours, and carried 44,256 riders. For this RFP, PLT is not anticipating any significant growth or change in both ridership and vehicle revenue miles per year.

PLT fare levels vary based on service type and passenger type. **TABLE B** provides an overview of the cash fares. In addition to cash fares, PLT sells tokens. Each Token is worth \$1 and sold in packs of 40 and 20 at a discount rate.

TABLE B

Fare Type	Fare
Deviated Fixed Route (Red/Blue/Green)	\$2.00
Demand Response	\$4.00 (Daytime); \$3.00 (Evenings and Saturdays)
Gold Route	\$3.00
Children (5-12 years old)	Half price regular fare
Children (4 and under) with paid adult	Free
Aides/attendants with paid rider	Free

The relevant technology currently used by PLT is noted in **TABLE C**. The purpose of identifying this technology is to provide integration as noted with the new software being procured under this RFP and to indicate what technology is onboard the vehicles and which are supportive technologies in the office.

TABLE C

Software	Purpose	Integration Requirement	Location
RouteMatch (Current Software)	Dispatching and scheduling	Being Replaced as illustrated within this RFP.	Vehicles and Office
BlackCat	MnDOT grants and reporting	Optional	Offices
Excel	Reporting	Yes for all standard rural public transit agency required reporting	Offices
Excel	Maintenance Tracking	Optional	Offices

PLT has a facility in Fairmont and in Blue Earth where buses are stored. Dispatch is centralized at the Fairmont facility. All training would take place at this location.

2.1 PROJECT GOALS

The project goals are:

- Improve reliability and reduce disruptions
- Support route optimization
- Promote cost-effectiveness
- Intuitive to use
- Ease of pulling data for reporting purposes

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

To meet these goals PLT identifies the following objectives:

- Improve customer experience using notifications.
- Work with a vendor that has proven their software has high up-times, system redundancies in place, and is responsive to PLT’s needs.
- Reduce the time dispatchers allocate for manually scheduling trips by using an optimization algorithm.
- Streamline or eliminate time-consuming, manual tasks or data entry for reporting.
- Provide each driver with accurate up to date maps and digital turn-by-turn driving instructions to ensure the most efficient path is taken between two points.
- Utilize a more user-friendly and intuitive technology to reduce the amount of vendor support for troubleshooting needed.
- Generate a GTFS to include within the state MaaS project, Google maps, and for NTD reporting compliance.

3 AGENCY RIGHTS

PLT reserves the right to cancel this RFP or postpone the date and time for submitting proposals at any time prior to the proposal due date. PLT specifically reserves the right to reject any or all proposals including, without limitation, nonconforming, non-responsive proposals, results from an

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investigation background, to reject any provisions identified in the proposal, to waive any informalities or non-material deviations in the proposals or to obtain new proposals.

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

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

4 PROPOSAL & PROJECT DATES

TABLE D illustrates the schedule for the selection of a vendor and the awarding of the contract. It is the intent of PLT to have the new software fully deployed no later than October 31, 2025.

TABLE A

RFP and Project Major Milestone Activities	Date
Advertise and release RFP (posted on PLT Website)	February 17, 2025
Last day to submit questions	March 3, 2025
Response to questions – addendum (posted on PLT Website)	March 6, 2025 (anticipated date)
Proposal due date	March 14, 2025
Interviews (if required)	Week of March 24, 2025
Best and final offer / contract negotiation	March 31 – April 4, 2025
PLT - Board approval of selected vendor	Anticipated to be in Mid-April 2025
Contract execution and NTP	Anticipated May 15, 2025
Substantial Completion - Go Live date (Fully Operational Dispatch Software)	August 30, 2025
Final Acceptance	October 31, 2025

4.1 PROPOSAL SUBMISSION

The proposal and Cost Estimate will only be accepted as two attachments (1-proposal, 2-cost estimate) within an email addressed to the RFP Administrator. The attachments shall be named based on what they are. The proposal attachment shall be assembled and be assembled as a single, printable PDF, including all attachments and forms (that are not included in the proposal page count).

The .pdf documents attached to the email shall be less **than 10MB combined**.

The Administrator for this RFP is:

Jeremy Monahan

Phone: 507-238-3128

Email: Jeremy.Monahan@co.martin.mn.us

The proposals or cost estimates **will not be accepted** by mail, courier or other means.

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

4.2 SIGNATURE

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

4.3 QUESTIONS RELATED TO THE RFP

TABLE D illustrates when questions are due. Questions are only allowed to be submitted by Email to the RFP Administrator. The subject line shall be **QUESTION – DISPATCHING SOFTWARE**. No questions will be accepted beyond the date and time noted. The person submitting the question will be responsible for its delivery. The RFP Administrator will acknowledge receipt of the question(s) and responses will be provided within an addendum posted on the PLT website <https://www.pltransit.com>

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

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

4.4 RESPONSE TO QUESTIONS

As noted in **TABLE D** it is anticipated that all responses to questions will be posted on the **PLT Website** <https://www.pltransit.com>.

4.5 ADDENDUM

Any corrections or changes to this RFP will be made by written addendum only, duly numbered, dated, issued, and posted on the PLT website.

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

4.6 INTERVIEWS

It is the intent of PLT to hold virtual interviews with the top scoring vendors. These interviews will be held virtually or as noted by PLT.

4.7 NOTICE OF AWARD

TABLE D illustrates the time period anticipated for the award of the contract.

The contracted vendor shall not begin work until an official notice to proceed (NTP) letter or email has been received, anticipated a short time after award. The award of the contract requires review and approval from the PLT governing board.

4.8 SUBSTANTIAL COMPLETION

TABLE D illustrates the substantial completion date for the project, which is defined as the go-live deployment of the dispatching technology and software for PLT.

4.9 FINAL COMPLETION

TABLE D identifies the date when the dispatching software is fully deployed and operational to the agency. Dispatching technology and software deployment is defined as PLT having a dispatching system in place that is functioning per the RFP requirements.

4.10 SERVICE PERIOD

The Identified services required (at minimum) are illustrated in **Attachment A**. A one-year service period shall be submitted as the required cost for this project.

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

4.11 PROPOSAL REQUIREMENTS

The proposal shall be limited to 25 pages (8.5" x 11" pages, font size shall be 11 or larger) and shall follow the format noted in **5.1**. Any graphs, charts, pictures shall be presented in a manner that is easily understood and the font size is legible.

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

- **Cover letter** (one page shall include company name, address, primary contact email and phone number). Include acknowledgement of addendums (if none – note as such)

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- **Schedule** (can be 8.5" x 14") identifying the key milestones and associated activities related to the project. Refer to **Attachment A**.
- **Required Forms and Attachment D**.
- **Cost Estimate** can include product specifications to support the line item estimate for materials (expenses). Include the cost for Labor based on Title, labor rate and estimated hours. Include a listing of all expenses, per diem (days), lodging, travel, etc. if applicable to your approach.

The Cost estimate shall be separate from the proposal submittal. Refer to **4.1**.

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

5 PROPOSAL FORMAT

1. Cover Letter (as described above) – **NOT INCLUDED IN PROPOSAL PAGE COUNT**
2. Company overview.
3. Team resumes / organizational structure (including key individuals and identifying the primary contact for PLT.)
4. Approach and qualifications to deliver specified dispatch software:
 - Include how your software aligns with requirements of specifications.
 - Include how your approach aligns with the schedule.
 - Include how software and approach achieves the goals for the project.
5. Identify any risks or perceived challenges associated with the project.
6. Company / Team Background as it relates directly to similar (referenced) projects. Including an overview of each project, client, cost and how it aligns to this project. (minimum of 3). Listing of all public transit agency clients within the last five years similar to service size of PLT.
7. Listing of References. (minimum of 3) identify the agency/owner/client contact name, email and phone number, size of public transit agency (number of buses, ridership, service area).
8. Project Schedule (as described in the RFP). – **NOT INCLUDED IN PROPOSAL PAGE COUNT**
9. Required forms & **Attachment D** (as described above and further in the RFP). – **NOT INCLUDED IN PROPOSAL PAGE COUNT**.

5.1 ITEMS REQUIRED PRIOR TO AWARD OF CONTRACT

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

5.2 ITEMS REQUIRED TO BE SUBMITTED AFTER AWARD OF CONTRACT

Copies of Subcontract agreements – If Applicable

6 EVALUATION OF PROPOSAL

PLT reserves the right to conduct a written or an oral review (interview) for those vendors who meet the requirements of the RFP and are competitive. PLT also reserves the right to negotiate with a vendor who submits a proposal that meets or exceeds the requirements identified in the RFP, provides a competitive price, and has the qualifications, experience and knowledge based on the proposal evaluation criteria.

A vendor shall submit any additional information requested by PLT to advance the review and selection of a vendor. Such information shall be submitted within two working days of receipt of a

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PLT request. Failure of the vendor to provide requested information may result in the proposal being rejected and initiating dialogue with another vendor.

PLT shall consider all responsive proposals received. PLT intends to award the project to the vendor who is the **most responsive** based on their qualifications, approach, schedule, and outcomes supported by their submitted labor and expense estimate and their submitted required forms.

PLT RFP Administrator will issue a contract to the selected vendor, based on a review and approval of the PLT Board.

The proposal will be evaluated by a committee, including PLT and MnDOT. Along with what is noted in the RFP, proposals will be evaluated based on the criteria noted in **TABLE E**.

TABLE B

1	Technological Solution	50%
	<ul style="list-style-type: none"> • Ability to meet project requirements. 25% • Design, functionality, interface of dispatching technology and software based on PLT needs. 15% • Identification to meet or exceed the project milestones; including time periods for installation, testing, deployment, and training 10% 	
2	Qualifications & Experience	20%
	<ul style="list-style-type: none"> • Experience in performing similar work – transitioning from RouteMatch to another technology, seamlessly and effectively. 10% • Vendor’s competencies and skills to perform the work with financial stability. • Demonstrated competence for full service of the project needs evidenced by supportive documentation. 5% • Satisfaction from references (Previous Public Transit Agency Clients) 5% 	
3	Estimated Labor and Expense Cost / Estimate	30%
	<ul style="list-style-type: none"> • Competitive and reasonable • Detailed pricing, including labor and expenses associated to the project as identified in the estimate template submitted. 	

7 OTHER REQUIREMENTS

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

The vendor shall submit additional information associated to their estimate assumptions within their submitted cost estimate package. PLT may request additional information related to the estimate during the negotiations.

8 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.

A. PRIOR TO PROPOSAL DUE DATE

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1. Protests concerning a procurement (by a vendor or an adversely affected subcontractor) must be in writing and received by PLT not less than five (5) working days before proposal due date.
2. Upon receipt of that protest, the RFP Administrator will determine if the offer proposal due date should be postponed. If offer proposal due date is postponed, PLT will illustrate on their website that a protest has been filed and that proposal due date is postponed until PLT has issued its decision. Appropriate addenda will be issued rescheduling proposal due date.
3. Any protest to PLT may be withdrawn at any time before PLT has issued its decision.
4. PLT 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.

B. AFTER PROPOSAL IS RECEIVED, DURING SELECTION PROCESS

1. 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 an offeror prior to the due date. The protest must be in writing and be received by PLT at least three (3) working days before the award of a contract by the PLT.
2. Upon receipt of the protest, the RFP Administrator will immediately determine if the award of the contract should be postponed. If it is postponed, PLT will notify all vendors who provided a proposal that a protest has been filed and that the award of the contract is postponed until PLT has issued its decision.
3. A protest to PLT may be withdrawn at any time before PLT has issued its decision.
4. PLT 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.

C. AFTER AWARD

1. 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 an offeror after the proposal due date or during the time period of the selection process. The protest must be in writing and received by PLT three (3) working days before the execution of the resulting contract.
2. Upon receipt of the protest, the RFP Administrator will immediately determine if the execution of the contract should be postponed. If it is postponed, PLT will notify all vendors who submitted a proposal that a protest has been filed, and that execution of the contract is postponed until PLT has issued its decision.
3. A protest to PLT may be withdrawn at any time before PLT has issued its decision.
4. PLT 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.

D. APPEALS

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

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

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

- Name, address, and telephone number of protester.
- Name of the RFP – Solicitation
- 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.

Protests are to be filed by email – to the RFP Administrator. Validation or confirmation of the receipt of the email shall be done by the protestor.

9 DATA PRACTICES ACT / TRADE SECRET INFORMATION

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

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

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

10 EXAMPLE CONTRACT | TERMS AND CONDITIONS

The Agencies' standard purchase order, terms and conditions are referenced in **Attachment E**.

Purchase Order Terms and Conditions.

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The standard purchase order terms and conditions outlined in **Attachment E** – illustrate various legal and administrative duties and responsibilities assumed by persons or organizations contracting with PLT. 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. PLT will assess if the condition or exception is acceptable or not.

11 PERFORMANCE BOND

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

12 CONFLICT OF INTEREST

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

13 SUBCONTRACTING

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

14 PROPOSAL CONTENTS CERTIFICATION

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

15 CONTINGENCY FEES PROHIBITED

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

16 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

ATTACHMENT A - PROJECT SCOPE OF WORK

GOALS AND OBJECTIVES

PLT's goals and objectives related to this request are noted in the background section of this RFP.

PROJECT OVERVIEW

Is provided within the background section of this RFP.

SOFTWARE SPECIFICATIONS

Attachment B outlines the software specifications. **Attachment C** illustrates required reporting from the software. **Attachment D** illustrates the software specifications, and the response required for each from the vendor. (**Attachment D** is a required form to be submitted with Proposal – **NOT INCLUDED IN THE PROPOSAL PAGE COUNT**).

REQUIREMENTS

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

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

PROJECT MANAGEMENT

The delivery of the project requires management of the project's scope, schedule, and budget. The project shall be managed by an assigned and identified project manager in the proposal. The project manager shall be assigned to the project for the duration of the project. Should a change in project manager be required, the vendor shall request a substitution in writing to PLT. PLT 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 PLT.

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 **TABLE D and Attachment A – TABLE F**.

Tasks, subtasks, vendor assumptions and required PLT review and approvals shall be noted either in the proposal or on the schedule. Tasks and subtasks shall be further explained in the proposal, illustrating vendor's approach, key personnel, and measurable outcomes aligning to the specifications.

The schedule shall identify the critical path for the schedule, including any float (available time (days) for slippage in the schedule), and the time period(s) for ordering and receiving equipment.

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:

Project Kickoff.

BACKGROUND | Requirements for Kickoff: Clarifying vendor and PLT expectations, listing of proposed product and materials, review of schedule for review, validation and approval, identifying points of contact for both the vendor and PLT and assessing the coordination needs between the vendor and PLT.

ATTACHMENT A – TABLE F

Activity (Major Milestones)	**Time Frame (year is 2025)
Kickoff	Last two weeks of May
Migration of Data	June
Installation	June – July
Testing	July – August
Training (On-Boarding)	August – September
Final Acceptance	October

**** schedule provided in proposal package (not included in page count) shall add clarity to these milestones and all associated pre & post activities**

A demonstration to the PLT Community Action board OR Advisory Committee, might be required in the months of August - September 2025. For purposes of cost identify this in the cost estimate.

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:

Jeremy Monahan (Jeremy.Monahan@co.martin.mn.us).

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

The remaining page is intentionally left blank.

ROLES AND RESPONSIBILITIES

ATTACHMENT A - TABLE G identifies the expectations for both PLT and the selected vendor.

ATTACHMENT A - TABLE G

PLT	Vendor
<ul style="list-style-type: none"> • If PLT determines it is in their best interest to procure the tablets, they will configure and install the tablets themselves on all vehicles. <p>(note: Two options are noted for purchasing tablets, Option 1 – PLT purchases and provides to vendor OR Option 2 – Vendor purchases and invoices PLT – Pricing shall include both and PLT will select their preferred option).</p> <ul style="list-style-type: none"> • Quality controlling process for data accuracy between RouteMatch and new software. • Providing SIM cards for cell service. Note: the cell service provided by PLT is Verizon. • Providing access to necessary existing office computers and hardware compatible with the software. 	<ul style="list-style-type: none"> • Shall migrate existing passenger information databases (RouteMatch) into their software. The vendor is responsible for resolving any conflicting data issues. • Shall migrate existing destinations and home addresses from the databases (RouteMatch) into their software. The vendor is responsible for data accuracy and resolving issues. • Configuring the software based on PLT rules and policies. • Should PLT choose the option that the vendor purchase the tablets, the vendor is responsible for configuring and installing any on-board hardware (if needed). • Developing an implementation plan. • Provide training to PLT on how to use the software and provide ongoing training during years out (as contracted). Virtual training format shall be provided as needed for the initial set up and deployment.

FINAL ACCEPTANCE

The final acceptance will occur upon acceptance by PLT for all critical items, including but not limited to PLT verifying successful operations of all delivered dispatching software and associated equipment.

PLT will provide final acceptance after two weeks (14 calendar days) of consecutive operation without critical errors. If critical errors are identified, the two-week acceptance period resets. Critical errors are defined by the PLT assigned Project Manager in collaboration and review with the vendor. The decision maker for final acceptance is PLT’s Project Manager.

TRAINING

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

DOCUMENTATION

The vendor shall provide the following documents for review and approval by PLT 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 PLT.

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

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

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.
- Training
- Communications

ATTACHMENT B - SOFTWARE SPECIFICATIONS

As noted in this RFP, PLT is requesting proposals from qualified sources to provide and deploy technology to improve scheduling and dispatch processes and procedures. PLT currently uses RouteMatch to perform these functions.

Project requirements are broken down into nine (9) categories and subcategorized by those that are required, highly desired, and optional. At the end of the specifications list are additional features PLT is interested in, if offered by the vendor. At this time these features are not being procured by PLT

It is required that each vendor specify their ability to meet each specification by completing the specifications requirement form – **Attachment D (NOT INCLUDED IN PROPOSAL PAGE COUNT)**. Each specification applies to all PLT services (Dial-A-Ride and Deviated Fixed Route) unless specifically stated otherwise in the category heading or individual specification.

GENERAL SPECIFICATIONS	
REQUIRED	1. Allow, for 4 or more staff & dispatchers licenses or user accounts. Must be able to set controls for each user type.
	2. System, has a 99% uptime or greater.
	3. Import existing customer database from RouteMatch Software.
	4. Customer and technical support requests are supported for all functions, with trackable tickets issued for each request. Support requests must be initially responded to within 24 hours and resolved in a timely manner.
	5. PLT has a contract for cellular service with Verizon. Vendors must allow the agency to use their own SIM cards and not charge the agency for cellular service.
	6. Compatible with any off-the-shelf Android tablets.
	7. Must meet all cybersecurity standards and requirements as outlined by the US Department of Homeland Security.
	8. Health Insurance Portability and Accountability Act (HIPAA) compliant.
	9. The software must be capable of managing dial-a-ride (DAR) trips and deviated fixed routes operated by PLT.
STRONGLY DESIRED	1. Vehicle maintenance tracking
	2. There must be a recovery mode/feature for the operators' trips on the tablet if they encounter an area with no service.
OPTIONAL	None

The remainder of this page is left intentionally blank.

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

CUSTOMER DATABASE	
REQUIRED	<ol style="list-style-type: none"> 1. At a minimum the customer database must include name, address, phone number, use of mobility device, 3rd party billing (if applicable), adjustment for loading times, and passenger type. 2. The software shall be capable of registering new clients through manual entry, capturing information while the PLT dispatcher has the new customer on the telephone. When entering data, the system shall alert the user if there is an existing customer or account entry under the same name or address. 3. The software shall allow entry of dispatcher notes and comments for each passenger and any unique circumstances. 4. The customer database shall record client rides, no-shows, and trip request history with a search function that allows searching by passenger, time, or date. 5. The software shall track passenger no-shows and late cancellations (less than 15 minutes before the ride).
STRONGLY DESIRED	<ol style="list-style-type: none"> 1. The application is capable of capturing 3rd party payee information for invoicing.
OPTIONAL	None

The remainder of this page is left intentionally blank

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

GIS AND MAPPING FUNCTIONS	
REQUIRED	1. The system shall have the capability to use street level GIS map data speed to calculate driving and trip duration during the scheduling process. The system will also have the capability to use the street GIS level map data to identify one-way street information while calculating drive length and duration.
	2. System shall permit manual assignment of x- and y- coordinates in the event an address cannot be geocoded based on existing map address range attributes.
	3. Maps must either include regular updates (at no additional cost), use open API Maps (such as Google or Bing), or have the ability to self-update.
	4. PLT must have the ability to define new service zones and edit existing ones. This includes modifying routes, stops, service zones, and schedules.
	5. The system shall have the ability to assign common names to destinations (such as; Walmart, Post Office, Hospital, etc.).
STRONGLY DESIRED	1. PLT shall have the ability to permanently and temporarily block road segments off to prevent buses from traveling on them.
	2. The software’s optimization algorithm accounts for traffic patterns in determining travel times.
OPTIONAL	1. Exportable data to standard GIS software for geospatial analysis.

The remainder of this page is left intentionally blank.

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

Planning and Runcutting (Applies to the deviated fixed route only)	
REQUIRED	1. Ability to import existing GTFS with routes, schedules, stops, and deviation zones.
	2. Ability to export GTFS with routes, schedules, stops, and deviation zones.
	3. Ability to edit existing route shapes, schedules, and bus stops by tracing the route and adding stops geographically or by defining stops and time points.
	4. Calendaring to set rules for when schedules operate.
STRONGLY DESIRED	None
OPTIONAL	1. Ability to do manual blocking and optimize blocks to automatically create vehicle schedules.
	2. Manually split blocks to build runs.
	3. Exportable data to standard GIS software for geospatial analysis.

The remainder of this page is left intentionally blank.

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

TRIP BOOKING AND SCHEDULING	
REQUIRED	1. Software optimizes the assigning of trips to vehicles, thus reducing or eliminating the need to manually schedule trips to vehicles.
	2. Ability to monitor On Time Performance (OTP) and the accuracy between the optimization estimated and actual travel times. 90% of optimization estimated travel times should be within 30 minutes of actual travel times, notwithstanding external conditions outside of the control of the PLT.
	3. No restrictions on how far in advance individuals can schedule rides (DAR or deviation requests).
	4. At the time of a deviation booking the software should present options for the dispatcher to select the deviation based on time and location request.
	5. Must be capable of scheduling by pick-up time or drop-off time.
	6. Allows standing order and / or regularly occurring trips.
	7. Capable of scheduling same-day trips.
	8. Ability to do group scheduling where multiple individuals have the same trip.
	9. Ability to indicate if a trip includes an attendant or guest.
	10. Software must have geofencing and rules that dictate deviation areas.
	11. When scheduling a trip, it must include the passenger’s name, pickup address, drop off address, method of payment, and pickup window.
	12. Must allow for setting boarding and alighting time buffers based on rider characteristics and use of mobility device.
	13. Dispatchers must be able to book, schedule and cancel DAR trips and deviation requests. Must allow manual override and editing of individual trip scheduling and reservations.
	14. Software accounts for vehicle size and capacity when scheduling rides so that it would never over-assign DAR passengers based on seating capacities and configurations.
	15. Auto calculates the fare at the time of booking.
STRONGLY DESIRED	1. The software optimizes scheduling and reassigns DAR trips as needed if a vehicle is behind schedule, an individual is a no-show, a vehicle goes out of service unexpectedly, there are traffic or weather events impacting travel times, or a vehicle is scheduled to be out of service for maintenance.
	2. Ability to set adjustable pickup window by mode set by PLT.
	3. Set windows of service hours and days, as well as service areas so that the software restricts trips that are outside these set parameters.

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

TRIP BOOKING AND SCHEDULING	
STRONGLY DESIRED	4. Ability for the system to automatically set floating breaks based on the schedule.
	5. A trip request's pickup or drop-off location can snap to predetermined nearby pickup/drop-off points automatically if a reservationist or passenger requests a ride in a large public venue, such as a hospital or sporting venue.
	6. The system stores common addresses/locations for each passenger and displays these options when booking.
	7. Ability to import existing destinations from RouteMatch into the new software.
OPTIONAL	1. The software must automatically process and schedule on-demand reservations within 60 seconds of request submission.
	2. Ability to interface with MaaS app by embedding the Demand Response Transactional Data Specification (TDS) to support data exchange.

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REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

VEHICLE OPERATOR INTERFACE	
REQUIRED	1. PLT provides public transit in rural areas and has spotty cellular service. The software needs to maintain a connection between the dispatch interface and vehicle mobile data unit when the vehicle enters an area with poor cellular connectivity. Otherwise, the software needs to re-establish connection automatically once cellular service is regained without any action required (such as powering off and on the device by the operator / driver).
	2. If the software adds a passenger trip while a trip is in progress, the driving directions will automatically update with minimal input from the operator / driver.
	3. When the vehicle is not in motion the operator / driver should have the ability to update trip information such as fare type paid, no-show, etc.
	4. The operator / driver application will provide all relevant passenger information, including but not limited to passenger name, origin, destination, relevant dispatch notes, and fare type.
	5. Software must be capable of providing real-time direction routing within the application. The operator / driver application shall display a map, as well as turn-by-turn directions with street names and mileage until the next movement, both while the operator / driver is in route to a passenger boarding location and while a trip is in progress.
	6. Tablets must allow operators / drivers to adjust the number of passengers picked up at a location by passenger type (Adult, Senior, Youth, Disabled, Under 4). All passenger data should be geolocated and time stamped.
	7. Tablets must display street address and common names (if applicable) of pickup and drop-off locations and deviation requests.
	8. Dispatchers must be able to send messages to operators / drivers, who can send canned messages back.
STRONGLY DESIRED	1. Software is capable of pre-trip inspections that are customizable by vehicle type.
	2. All operators / drivers will have unique logins to the tablet. Login should be based on driver identification not vehicle identification alone.
	3. The system allows an operator / driver to login to only one vehicle at a time.
OPTIONAL	1. If the vendor is proposing new tablets or mobile data units, all proposed equipment installed on transit vehicles must be designed to operate long term in a harsh transit bus environment (e.g., extreme ranges in temperature and humidity, bus vibrations, shakes and bumps, etc.).

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

DISPATCH INTERFACE	
REQUIRED	1. Live bus tracking and the vehicle’s real-time position shall be auto refreshing the location every 15 seconds or better.
	2. The ability for dispatchers to assign buses to routes and an operator/ driver and does not allow assignment of an operator / driver or route to more than one vehicle at a time.
	3. The software shall allow for communication between the dispatcher and vehicle operator / driver through the mobile data unit (tablet). The software allows the dispatcher to send custom messages to vehicle operators / drivers. PLT must be able to populate and edit a list of predetermined or “canned” question and response options for both dispatchers and vehicle operators / drivers.
	4. The ability for dispatch to easily assign a new vehicle to a route in the event of a bus swap mid-shift. The system can properly capture and retain all data accurately as to which vehicle operated which segment of the route and associated operating statistics.
	5. The software shall have a map-based user interface and display real-time vehicle location, vehicle number, vehicle speed, county, and schedule adherence.
	6. If an individual is a no-show for the first leg of the trip it must notify dispatch and prompt them to determine if the return trip should be cancelled or not.
	7. Dispatchers have the ability to alter operator / driver shift times.
	8. The ability for dispatchers to assign buses to routes and operators / drivers while not allowing the assignment of a driver or route to more than one vehicle at a time.
	9. The software shall allow for communication between the dispatcher and vehicle operator / driver through the mobile data unit (tablet). The software shall allow the dispatcher to send custom messages to vehicle operators / drivers. PLT must be able to populate and edit a list of predetermined or “canned” question and response options for both dispatchers and vehicle operators / drivers.
	10. The ability for dispatch to easily assign a new vehicle to a route in the event of a bus swap mid-shift. The system is able to properly capture and retain all data accurately as to which vehicle operated which segment of the route and associated operating statistics.
	11. The software shall have a map-based user interface and display real-time vehicle location, vehicle number, vehicle speed, county, and schedule adherence.
	12. If an individual is a no-show for the first leg of the trip it must notify dispatch and prompt them to determine if the return trip should be cancelled or not.
	13. Vehicle history tracking and playback.
	14. Dispatchers have the ability to alter operator / driver shift times.
STRONGLY DESIRED	None

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

DISPATCH INTERFACE	
OPTIONAL	1. The operator’s / driver’s application shall alert dispatch when the operator / driver logs in and out of the tablet.
	2. The operator application shall alert dispatch when the operator goes off task or off route.
	3. Dispatch has the ability to remotely log drivers on and off buses.

DATA & REPORTING	
REQUIRED	1. The software shall provide a reporting system that meets National Transit Database (NTD) and Minnesota Department of Transportation (MnDOT) requirements for reporting. See Attachment B for required reports and third-party invoicing. The reports shall be exportable to an interactive file format such as comma separated value tables or Microsoft Excel.
	2. The reporting system must allow user-friendly ad-hoc reporting and query generation without the need for a programming specialist.
	3. The system must track and report at minimum the following operating statistics and performance metrics: no-shows, late pick-ups, denials, rides, miles, hours, rides per hour, and farebox revenue.
	4. Must be able to generate summary reports as well as detailed reports with individual trip attributes.
	5. All data must be available for export so that PLT can perform their own additional analysis as needed.
	6. All trip and passenger data must be retained for at least 7 years and easily obtained by PLT. This includes access to historical data on the software platform beyond any contract period.
	7. The system stores all data securely in the cloud or server.
	8. The system must be able to generate reports for third-party billing.
	9. Reporting features must allow for reporting of fare collection by category, service type, and billing codes.
	10. The software shall include a searchable historical event log database that is exportable to a CSV or Microsoft Excel file.
	11. Generate a GTFS-Flex.
	12. All data is owned by PLT.

DATA & REPORTING	
Strongly Desired	1. The system must track all edits made to trips (what, when, and by whom) and generate associated reports.
OPTIONAL	1. Dashboard which displays Key Performance Indicators (KPIs), and other data.
	2. Ability to generate reports that mimic MnDOT Black Cat screens to ease data entry.
	3. Generates a GTFS Report for the deviated route service.

Additional Future Specifications

Please indicate in your proposal if your software has these additional features as a future add-on. Identify if the features are part of the base software, please indicate if they can be turned off until set time that PLT is able to deploy that feature as an add-on application.

Feature	Response
Passenger Trip Planning Application / web portal	
Electronic fare collection	
Text/voice/email notifications	
Third-party trip management	

ATTACHMENT C - REQUIRED REPORTS

Report	Frequency	Purpose	Variables
Service Report	Monthly	Blackcat monthly reporting	By run it includes ridership, revenue miles, and revenue hours. Ridership is broken down by type (Disabled, Adult, Elderly, Child, Student, non-ambulatory). Each Monthly Service Report shall align with the content illustrated in Attachment C – TABLE 1 .
On time Report	Monthly	Blackcat monthly reporting	This report is by run to determine the number of late, early, and on-time trips. Each Monthly On Time Report shall align with the content illustrated in Attachment C – TABLE 2

Attachment C - TABLE 1

Nov-24									
Miles, Hours and Passengers									
Service level	Adult	Student	Child	Elderly	Lift users	Other	Passengers	Service Miles	Service Hours
Red	563	26	19	139	34	2	783	2110	197.48
Green	413	13	36	91	20	0	573	2023	203.67
Blue	208	7	70	28	55	0	368	1094	170.43
Gold AM	23	18	0	2	0	0	43	1759	65.87
Gold Mid	45	2	0	11	8	36	102	2190	78.67
Gold PM	0	0	0	0	0	0	0	0	0
Orange	283	31	3	21	10	10	358	3602	188.35
Silver 1	252	12	4	15	17	3	303	4152	182.58
Silver 2	393	14	6	22	20	13	468	5548	245.17
Purple	210	25	143	16	9	0	403	6838	245.73
Grey	244	14	49	49	44	0	400	4266	235.78
Amber	144	0	2	7	3	0	156	611	55.7
Cardinal	293	11	2	26	6	0	338	1070	87.58
Buccaner	31	0	2	28	16	0	77	492	40.88
TOTALS	3102	173	336	455	242	64	4372	35755	1997.89

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REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

Attachment C -TABLE 2

	LATE			On Time				EARLY						Total Trips	Late Trips	%Late	Early Trips	%Early		
	>30	26-30	21-25	16-20	11-15	6-10	1-5	1-5	6-10	11-15	16-20	21-25	26-30	>30						
Totals for: Amber	2	1	0	0	0	0	0	151	0	0	0	0	0	1	1	156	3	1.9	2	1.3
Totals for: Blue	2	1	0	0	3	34	0	265	0	32	20	3	3	2	3	368	40	10.9	63	17.1
Totals for: Buccaner	1	0	0	0	0	0	0	76	0	0	0	0	0	0	0	77	1	1.3	0	0
Totals for: Cardinal	2	0	1	0	0	0	0	325	0	0	0	2	4	0	5	338	3	0.9	11	3.3
Totals for: Gold am	0	0	0	1	0	0	0	41	0	0	0	1	0	0	0	43	1	2.3	1	2.3
Totals for: gold mid	4	0	2	2	0	0	0	81	0	0	0	8	2	0	3	102	8	7.8	13	12.7
Totals for: Green	9	0	7	5	27	31	0	356	0	81	31	11	4	5	6	573	79	13.8	138	24.1
Totals for: Grey	4	3	2	6	0	0	0	357	0	0	0	6	3	2	17	400	15	3.8	28	7.0
Totals for: Orange	11	1	4	9	0	0	0	332	0	0	0	0	1	0	0	358	25	7.0	1	0.3
Totals for: Purple	14	4	6	8	0	0	0	352	0	0	0	6	5	2	6	403	32	7.9	19	4.7
Totals for: Red	8	4	9	16	43	80	0	509	0	71	26	6	3	2	6	783	160	20.4	114	14.6
Totals for: Silver 1	9	3	5	3	0	0	0	271	0	0	0	5	3	1	3	303	20	6.6	12	4.0
Totals for: Silver 2	10	1	12	7	0	0	0	415	0	0	0	12	2	2	7	468	30	6.4	23	4.9
Totals	76	18	48	57	73	145	0	3,531	0	184	77	59	30	17	57	4,372	417	9.54	425	9.72
Percent	1.70	0.40	1.10	1.30	1.70	3.30	0.00	80.76	0.00	4.20	1.80	1.30	0.70	0.40	1.30					
Period Summary:																				
Late Trips	417																			
Early Trips	425																			
Total Trips	4372																			
Percent On Time	80.76																			

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REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

ATTACHMENT D – SPECIFICATIONS REQUIREMENT FORM
 (Complete Form and Submit with Proposal)
 NOT INCLUDED IN THE PROPOSAL PAGE COUNT

Check the Yes box to indicate identified feature / statement is standard with software. Check No if feature is not available or applicable to your software.

Identify as an Add-on if it is available outside of the standard package.

It is strongly encouraged that you identify within the **additional information column** any added information to support your selected choice. If need be, include additional information as an attachment to this form. If attaching additional information clearly note as to what specification category and number you are providing the information for.

GENERAL SPECIFICATIONS					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. Allow, for 4 or more staff & dispatchers licenses or user accounts. Must be able to set controls for each user type.				
	2. System must have a 99% uptime or greater.				
	3. Import existing customer database from RouteMatch Software.				
	4. Customer and technical support requests are supported for all functions, with trackable tickets issued for each request. Support requests must be initially responded to within 24 hours and resolved in a timely manner.				
	5. PLT has a contract for cellular service with Verizon. Vendors must allow the agency to use their own SIM cards and not charge the agency for cellular service.				
	6. Compatible with any off-the-shelf Android tablets.				
	7. Must meet all cybersecurity standards and requirements as outlined by the US Department of Homeland Security.				
	8. Health Insurance Portability and Accountability Act (HIPAA) compliant.				
	9. The software must be capable of managing dial-a-ride (DAR) trips and deviated fixed routes operated by PLT.				
STRONGLY DESIRED	1. Vehicle maintenance tracking				
	2. There must be a recovery mode/feature for the operators' trips on the tablet if they encounter an area with no service.				

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

GENERAL SPECIFICATIONS					
OPTIONAL	1. None				

CUSTOMER DATABASE					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. At a minimum the customer database must include name, address, phone number, use of mobility device, 3 rd party billing (if applicable), adjustment for loading times, and passenger type.				
	2. The software shall be capable of registering new clients through manual entry, capturing information while the PLT dispatcher has the new customer on the telephone. When entering data, the system shall alert the user if there is an existing customer or account entry under the same name or address.				
	3. The software shall allow entry of dispatcher notes and comments for each passenger and any unique circumstances.				
	4. The customer database shall record client rides, no-shows, and trip request history with a search function that allows searching by passenger, time, or date.				
	5. The software shall track passenger no-shows and late cancellations (less than 15 minutes before the ride).				
STRONGLY DESIRED	1. The application must be capable of capturing 3rd party payee information for invoicing.				
OPTIONAL	None				

The remainder of the page is left intentionally blank.

REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

GIS AND MAPPING FUNCTIONS					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. The system shall have the capability to use street level GIS map data speed to calculate driving and trip duration during the scheduling process. The system will also have the capability to use the street GIS level map data to identify one-way street information while calculating drive length and duration.				
	2. System shall permit manual assignment of x- and y-coordinates in the event an address cannot be geocoded based on existing map address range attributes.				
	3. Maps must either include regular updates (at no additional cost), use open API Maps (such as Google or Bing), or have the ability to self-update.				
	4. PLT must have the ability to define new service zones and edit existing ones. This includes modifying routes, stops, service zones, and schedules.				
	5. The system shall have the ability to assign common names to destinations (such as; Walmart, Post Office, Hospital, etc.).				
STRONGLY DESIRED	1. PLT shall have the ability to permanently and temporarily block road segments off to prevent buses from traveling on them.				
	2. The software's optimization algorithm accounts for traffic patterns in determining travel times.				
OPTIONAL	1. Exportable data to standard GIS software for geospatial analysis.				

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PLANNING AND RUNCUTTING (Applies to the deviated fixed route only)					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. Ability to import existing GTFS with routes, schedules, stops, and deviation zones.				
	2. Ability to export GTFS with routes, schedules, stops, and deviation zones.				
	3. Ability to edit existing route shapes, schedules, and bus stops by tracing the route and adding stops geographically or by defining stops and time points.				
	4. Calendaring to set rules for when schedules operate.				
STRONGLY DESIRED	None				
OPTIONAL	1. Ability to do manual blocking and optimize blocks to automatically create vehicle schedules.				
	2. Manually split blocks to build runs.				
	3. Exportable data to standard GIS software for geospatial analysis.				

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TRIP BOOKING AND SCHEDULING					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. Software optimizes the assigning of trips to vehicles, thus reducing or eliminating the need to manually schedule trips to vehicles.				
	2. Ability to monitor On Time Performance (OTP) and the accuracy between the optimization estimated and actual travel times. 90% of optimization estimated travel times should be within 30 minutes of actual travel times, notwithstanding external conditions outside of the control of the PLT.				
	3. No restrictions on how far in advance individuals can schedule rides (DAR or deviation requests).				
	4. At time of a deviation booking the software should present options for the dispatcher to select the deviation based on time and location request.				
	5. Must be capable of scheduling by pick-up time or drop-off time.				
	6. Allows standing order and / or regularly occurring trips.				
	7. Capable of scheduling same-day trips.				
	8. Ability to do group scheduling where multiple individuals have the same trip.				
	9. Ability to indicate if a trip includes an attendant or guest.				
	10. Software must have geofencing and rules that dictate deviation areas.				
	11. When scheduling a trip, it must include the passenger's name, pickup address, drop off address, method of payment, and pickup window.				
	12. Must allow for setting boarding and alighting time buffers based on rider characteristics and use of mobility device.				
	13. Dispatchers must be able to book, schedule and cancel DAR trips and deviation requests. Must allow manual override and editing of individual trip scheduling and reservations.				
	14. Software accounts for vehicle size and capacity when scheduling rides so that it would never over-assign DAR passengers based on seating capacities and configurations.				
	15. Auto calculates the fare at the time of booking.				

TRIP BOOKING AND SCHEDULING					
	Specification	Yes	No	Add-on	Additional Information
STRONGLY DESIRED	1. The software optimizes scheduling and reassigns DAR trips as needed if a vehicle is behind schedule, an individual no-show, a vehicle goes out of service unexpectedly, there are traffic or weather events impacting travel times, or a vehicle is scheduled to be out of service for maintenance.				
	2. Ability to set adjustable pickup window by mode set by PLT.				
	3. Set windows of service hours and days, as well as service areas so that the software restricts trips that are outside these set parameters.				
	4. Ability for the system to automatically set floating breaks based on the schedule.				
	5. A trip request's pickup or drop-off location can snap to predetermined nearby pickup/drop-off points automatically if a reservationist or passenger requests a ride in a large public venue, such as a hospital or sporting venue.				
	6. The system stores common addresses/locations for each passenger and displays these options when booking.				
	7. Ability to import existing destinations from RouteMatch into the new software.				
OPTIONAL	1. The software must automatically process and schedule on-demand reservations within 60 seconds of request submission.				
	2. Ability to interface with MaaS app by embedding the Demand Response Transactional Data Specification (TDS) to support data exchange.				

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VEHICLE OPERATOR INTERFACE					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. PLT provides public transit in rural areas and has spotty cellular service. The software needs to maintain a connection between the dispatch interface and vehicle mobile data unit when the vehicle enters an area with poor cellular connectivity. Otherwise, the software needs to re-establish connection automatically once cellular service is regained without any action required (such as powering off and on the device by the operator / driver).				
	2. If the software adds a passenger trip while a trip is in progress, the driving directions will automatically update with minimal input from the operator/driver.				
	3. When the vehicle is not in motion the operator/driver should have the ability to update trip information such as fare type paid, no-show, etc.				
	4. The operator/driver application will provide all relevant passenger information, including but not limited to passenger name, origin, destination, relevant dispatch notes, and fare type.				
	5. Software must be capable of providing real-time direction routing within the application. The operator/driver application shall display a map, as well as turn-by-turn directions with street names and mileage until next movement, both while the operator/driver is in route to a passenger boarding location and while a trip is in progress.				
	6. Tablets must allow operators/drivers to adjust the number of passengers picked up at a location by passenger type (Adult, Senior, Youth, Disabled, Under 4). All passenger data should be geolocated and time stamped.				
	7. Tablets must display street address and common names (if applicable) of pickup and drop-off locations and deviation requests.				
	8. Dispatchers must be able to send messages to operators/drivers, who can send canned messages back.				
STRONGLY DESIRED	1. Software must be capable of pre-trip inspections that are customizable by vehicle type.				
	2. All operators/drivers will have unique logins to the tablet. Login should be based on driver identification not vehicle identification alone.				
	3. The system shall allow an operator/driver to login to only one vehicle at a time.				

VEHICLE OPERATOR INTERFACE					
	Specification	Yes	No	Add-on	Additional Information
OPTIONAL	1. If the vendor is proposing new tablets or mobile data units, all proposed equipment installed on transit vehicles must be designed to operate long term in a harsh transit bus environment (e.g., extreme ranges in temperature and humidity, bus vibrations, shakes and bumps, etc.).				

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DISPATCH INTERFACE					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. Live bus tracking and the vehicle's real-time position shall be auto refreshing the location every 15 seconds or better.				
	2. The ability for dispatchers to assign buses to routes and an operator/ driver and does not allow assignment of an operator / driver or route to more than one vehicle at a time.				
	3. The software shall allow for communication between the dispatcher and vehicle operator / driver through the mobile data unit (tablet). The software allows the dispatcher to send custom messages to vehicle operators / drivers. PLT must be able to populate and edit a list of predetermined or "canned" question and response options for both dispatchers and vehicle operators / drivers.				
	4. The ability for dispatch to easily assign a new vehicle to a route in the event of a bus swap mid-shift. The system can properly capture and retain all data accurately as to which vehicle operated which segment of the route and associated operating statistics.				
	5. The software shall have a map-based user interface and display real-time vehicle location, vehicle number, vehicle speed, county, and schedule adherence.				
	6. If an individual no-show for the first leg of the trip it must notify dispatch and prompt them to determine if the return trip should be cancelled or not.				
	7. Dispatchers have the ability to alter operator/driver shift times.				
	8. The ability for dispatchers to assign buses to routes and operators / drivers while not allowing the assignment of a driver or route to more than one vehicle at a time.				
	9. The software shall allow for communication between the dispatcher and vehicle operator / driver through the mobile data unit (tablet). The software shall allow the dispatcher to send custom messages to vehicle operators / drivers. PLT must be able to populate and edit a list of predetermined or "canned" question and response options for both dispatchers and vehicle operators / drivers.				

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DISPATCH INTERFACE					
	Specification	Yes	No	Add-on	Additional Information
	10. The ability for dispatch to easily assign a new vehicle to a route in the event of a bus swap mid-shift. The system is able to properly capture and retain all data accurately as to which vehicle operated which segment of the route and associated operating statistics.				
	11. The software shall have a map-based user interface and display real-time vehicle location, vehicle number, vehicle speed, county, and schedule adherence.				
	12. If an individual no-show for the first leg of the trip it must notify dispatch and prompt them to determine if the return trip should be cancelled or not.				
	13. Vehicle history tracking and playback.				
	14. Dispatchers have the ability to alter operator/ driver shift times.				
STRONGLY DESIRED	None				
OPTIONAL	1. The operator's application shall alert dispatch when the operator/driver logs in and out of the tablet.				
	2. The operator application shall alert dispatch when the operator goes off task or off route.				
	3. Dispatch has the ability to remotely log drivers on and off buses.				

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DATA & REPORTING					
	Specification	Yes	No	Add-on	Additional Information
REQUIRED	1. The software shall provide a reporting system that meets National Transit Database (NTD) and Minnesota Department of Transportation (MnDOT) requirements for reporting. See Attachment B for required reports and third-party invoicing. The reports shall be exportable to an interactive file format such as comma separated value tables or Microsoft Excel.				
	2. The reporting system must allow user-friendly ad-hoc reporting and query generation without the need for a programming specialist.				
	3. The system must track and report at minimum the following operating statistics and performance metrics: no-shows, late pick-ups, denials, rides, miles, hours, rides per hour, and farebox revenue.				
	4. Must be able to generate summary reports as well as detailed reports with individual trip attributes.				
	5. All data must be available for export so that PLT can perform their own additional analysis as needed.				
	6. All trip and passenger data must be retained for at least 7 years and easily obtained by PLT. This includes access to historical data on the software platform beyond any contract period.				
	7. The system stores all data securely in the cloud or server.				
	8. The system must be able to generate reports for third-party billing.				
	9. Reporting features must allow for reporting of fare collection by category, service type, and billing codes.				
	10. The software shall include a searchable historical event log database that is exportable to a CSV or Microsoft Excel file.				
	11. Generate a GTFS-Flex.				
	12. All data is owned by PLT.				
STRONGLY DESIRED	1. The system must track all edits made to trips (what, when, and by whom) and generate associated reports.				
OPTIONAL	1. Dashboard which displays Key Performance Indicators (KPIs), and other data.				
	2. Ability to generate reports that mimic MnDOT Black Cat screens to ease data entry.				

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DATA & REPORTING					
	Specification	Yes	No	Add-on	Additional Information
	3. Generates a GTFS Report for the deviated route service.				

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ATTACHMENT E – CONTRACT (STATE AND PLT) TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

Insurance: Vendor shall provide a certificate of insurance (COI) showing that Vendor has each type of insurance coverage and limits required under this contract. The certificate must be filed with PLT's



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Authorized Representative within 30 days of execution of this contract, and prior to commencement of any work under this contract. The vendor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

The following coverages must be included:

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

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

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

The following coverages shall be included:

- Owned, Hired and Non-owned.

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

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

Any deductible will be the sole responsibility of Vendor and may not exceed \$50,000 without the written approval of Prairie Lakes. If Vendor desires authority from PLT to have a higher deductible

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amount, Vendor must submit a request, in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current financial statements acceptable to PLT so that PLT can ascertain Vendor's ability to cover the deductible from its own resources. PLT will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

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

Additional Insurance Conditions:

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

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

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

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



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

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

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

Disputes, Interpretation of Agreement and Venue: This contract is subject to the laws of the State of Minnesota. Any litigation related to this Agreement will be venue in Fairmont, Mn. - Minnesota, 5th Judicial District, State of Minnesota.

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

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

Non-Discrimination: Vendor shall not discriminate against any employee or applicant for employment for work performed under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to



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public assistance, and will take affirmative steps to ensure that all applicants are hired and all employees are treated during employment without such discrimination.

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

Affirmative Action: For contracts in excess of \$100,000.00, Vendor certifies that it is either in compliance with or exempt from the requirements of Minnesota Statutes Section §363A.36.

1. Vendor certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President’s Executive Order Number 11246 as amended by Executive Order Number 11375. Accordingly, 49 Code of Federal Regulations Part 21 (including its appendices) and 23 Code of Federal Regulations Part 200 will be applicable.
2. If the Contract exceeds \$100,000.00 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then Vendor must comply with the requirements of Minnesota Statutes §363A.36 and Minnesota Rules part 5000.3400 – 5000.3600. A Vendor covered by Minnesota Statutes §363A.36 because it employed more than 40 full-time employees in another state and that does not have a certificate compliance, certifies that it is in compliance with federal affirmative action requirements.
 - A. Minnesota Statutes §363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate may be voided.
 - B. Minnesota Rules 5000.3400–5000.3600 implements Minnesota Statutes §363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a vendor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400–5000.3600 including, but not limited to, parts 5000.3420–5000.3500 and 5000.3552–5000.3559.
 - C. Vendor must comply with the following affirmative action requirements for disabled workers:
 - (1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and

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selection for training, including apprenticeship.

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

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

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

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

- D. The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by State of Minnesota.
- E. Vendor hereby certifies that Vendor is following the requirements of Minnesota Statutes §363A.36 and Minnesota Rules parts 5000.3400–5000.3600 and is aware of the consequences for non-compliance.

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

Equal Pay Certificate of Compliance for Public Contracts The provisions of this section apply only if the amount of the contract exceeds \$500,000. Under the provisions of Minnesota Statutes chapter 363A.44, the Agencies may not accept a bid or bid for over \$500,000 from any business having more than forty (40) full-time employees in Minnesota or in the state where the business has its primary place of business on a single working day during the previous twelve (12) months from the due date of this solicitation, unless that business has an equal pay certificate or it has certified in writing that it is exempt. PLT will not execute a contract for over \$500,000 with any business having more than forty (40) full-time employees in Minnesota or in the state where the business has its primary place of business on a single working day during the previous twelve (12) months from the due date of this solicitation, unless that business has an equal pay certificate, evidenced by a Certificate of Equal Pay. A certificate is valid for 4 years. To ensure compliance with this statute, Vendors must submit with their bid EITHER:



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

OR

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): For all contracts or sub grants of \$100,000 or more, the Vendor **shall provide to Prairie Lakes a certification** that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Debarment Certifications:

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

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

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

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



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ATTACHMENT F– PRICE PROPOSAL FORM | ESTIMATE OF COSTS

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

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 PLT website.

Additional documentation can be attached to illustrate your assumptions associated to 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.

SERVICE LEVEL – IMPACTS

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

**Attachment F TABLE 1
Service Level Impact Cost**

Instructions -- Identify for each row if the service element would impact a future cost or not -- each element shall be identified as either it will impact or will not impact the cost based on an illustration of a percentage of increase --		
Service Element	Would Impact the Cost	Would not impact the Cost
Number of Vehicles in the fleet		
Vehicles Operated in maximum Service		
Service Area Size (square miles)		
Service Area Population		
Average Daily Ridership		
Workstations / user licenses needed		
Other: Please specify		
Other: Please specify		
COMMENTS:		

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

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

Table 2 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.

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

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

Item 1 - Base software: Dispatch, Reservation, Scheduling, Reporting, AVL - Software solution onto 10 workstations and user licenses.

Item 2 - *Configuration / Set-up* – initial on-boarding and set up costs.

Item 3 - *Data Migration Conversion & acquisition* – to migrate in customer and address information from the current system.

Item 4 - *Operator App* – Software for tablet application that provides manifest and turn-by-turn directions.

Item 5 & 6 – Other, Identify any other supportive services offered if not included in any of the other priced line items.

Implementation

On-site – supplemental costs associated with user assessment, installation, database conversion, etc., must be included in the software price – **Item 1**.

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 G**.

Shall be identified in **TABLE 2** line item.



REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

**Attachment F TABLE 2
COSTS (Year 1 and Years 2 – 5)**

Vendor Pricing, PLT (CAD/AVL) - COST ESTIMATE						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total (\$)
One-Time Costs Purchase & Implementation (1)						
1. Base software: Dispatch, Reservation, Scheduling, Reporting, AVL (as illustrated as required in the specifications)	\$0.00	DO NOT ENTER ANY COSTS HERE				\$0.00
2. Configuration	\$0.00					\$0.00
3. Data Migration	\$0.00					\$0.00
4. Operator Application	\$0.00					\$0.00
5. Other (please specify any items in the specifications that are noted as Strongly Desired - if you can offer them in your software)	\$0.00					\$0.00
6. Other (please specify any items in the specifications that are noted as Strongly Desired - if you can offer them in your software)	\$0.00					\$0.00
Subtotal One-Time Costs						
TOTAL (B5-B10)	\$0.00	<i>cell B12 shall match G 12</i>				\$0.00
Annual Fees						
PLT - Is assuming a multi-year contract (max 5 years)						
7. License Fee (Original year 1, Recurring years 2 thru 5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Support & Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Other (please specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL (B13- B15)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Costs						
Travel Expenses (if applicable)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training Costs (2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Customization Costs (if applicable)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (please specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Additional Costs		Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	
TOTAL (B19-B22)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Contract Cost - YEAR 1 ONLY	TOTAL (B \$0.00)					

The following page shall be completed and submitted with the estimated costs.

	1 Price Validity Period: _____	(shall be minimum of 90 days)
	2 Other Terms: _____	
Authorized Signature: _____		
	<small>Note:</small>	
Name: _____	vendor shall provide the .xls document with their proposal	
Title: _____	and a .pdf of the pages with signature.	
Date: _____		
COMMENTS		



REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

ALTERNATE COSTS - TABLETS

Costs shall be identified (alternate 1) purchase and install the software and alternate 2 – PLT purchases the tablets and installation of software is completed by the vendor, in **TABLE 3**

Tablets shall be - TCL Tablet Pro 5G, Model TCL9198S, Storage 64GB, RAM 4GB, Android OS – Version 11 or equivalent.

PLT will evaluate the alternate bids to determine the best option for the project. Basis of the decision will be based on costs, and PLT staff availability.

**Attachment F TABLE 3
ALTERNATE COSTS**

	Unit	Quantity	Price	Total
ALTERNATE 1				
Purchase Tablets and Install software	EACH	13	\$0.00	\$0.00
ALTERNATE 2				
PLT purchases Tablets and Vendor Installs the software	EACH	13	\$0.00	\$0.00
COMMENTS:				

The remainder of the page is left intentionally blank

ATTACHMENT G – 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 PLT. The following are additional restrictions:

- PLT 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.



REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

ATTACHMENT H– AFFIRMATIVE ACTION CERTIFICATION

STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

If your proposal to an RFP is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement, and to provide documentation of compliance, if necessary. It is your sole responsibility to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the proposal and to obtain Human Rights certification prior to the execution of the contract. P5 is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your proposal will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the proposals are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. Proceed to Box C. Include a copy of your Certification with your proposal
□ We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on (date). Proceed to Box C.
□ We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our proposal will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans approved by the federal government, a county, or a municipality must still be received, reviewed and approved by the MDHR before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For ALL companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Date

Authorized Signature: Telephone number:

Printed Name: Title:

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building, 625 Roberts Street North St. Paul, Minnesota 55155 TC Metro: 651-296-5663 Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us Fax: 651-296-9042 TTY: 651-296-1283

Email: compliance.mdhr@state.mn.us



REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

ATTACHMENT I – EQUAL PAY CERTIFICATION STATEMENT

Only Submit if your price is in excess of \$500,000.

STATE OF MINNESOTA – EQUAL PAY CERTIFICATE

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

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

- Attached is our current MDHR Equal Pay Certificate
- Attached is MDHR's confirmation of our Equal Pay Certificate [application](#)

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

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

Documentation should be sent to: compliance.MDHR@state.mn.us

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

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

Authorized Signature _____ Printed Name _____ Title _____

Organization _____ MN/FED Tax ID# _____ Date _____

Issuing Entity _____ Project # or Lease Address _____



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

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

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT K - CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

MnDOT Contract Number: XXXXXX
P5 Contract Number
Prairie Five Dispatch Software

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

1. **Purpose of this Checklist:** This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your signed contract or along with your proposal/letter of interest.
2. **Definition of “Proposer”:** As used herein, the word “proposer” includes both the prime contractor and all proposed subcontractors.
3. **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.
4. **Use of the Disclosure Form:** Proposers must complete the attached disclosure and submit it with their proposal/letter of interest (or separately, as directed by MnDOT, for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MnDOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MnDOT’s Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. MnDOT’s Contract Management personnel may consult with MnDOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.
5. **Material Representation:** Proposers are required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, 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 disclosure. Information provided on the form will constitute a material representation as to the award of this contract. MnDOT reserves the right to cancel or amend the resulting contract if the 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.
6. **Approach to Reviewing Potential Conflicts:** MnDOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MnDOT. MnDOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on organizational conflicts of interest.
7. **Statutory Guidance:** Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to contract with entities having an “organizational conflict of interest”. For purposes of this checklist and disclosure requirement, the term “vendor” includes “proposer” as defined above. Pursuant to such statute, “organizational conflict of interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.
8. **Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering:** The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

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(CSS/CM Last Updated 12/08/2022)

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, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. **Comment:** this provision will, for example, disqualify a proposer who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this Contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.
- ❑ This 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 this contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer’s performance of work pursuant to this contract. “Property affected by the project” includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity’s property may be affected by the proposer’s work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.
- ❑ The proposer has, in previous work for the state, been given access to “data” relevant to this procurement or this project that is classified as “private” or “nonpublic” under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential proposers. Definitions of “government data”, “public data”, “non-public data” and “private data” can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.



REQUEST FOR PROPOSAL – DISPATCH SOFTWARE

MnDOT Contract Number: XXXXXX
P5 Contract Number: ###
Prairie Five – Dispatching Software

- 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 that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

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

Name

Phone