

REQUEST FOR QUOTES

Consultant Services for the Fare Collection Technology Procurement Project

United Community Action Partnership
1400 S Saratoga
Marshall, MN 56258

Release Date: May 27, 2020

Quotes Due: June 8, 2020

Estimated Project Completion Date: October 30, 2020

It is the respondent's responsibility to read the entire document and to comply with all the requirements listed herein.

1. Introduction

United Community Action Partnership, Inc. (UCAP or agency) is seeking a qualified consultant/consultant firm. A consultant will enter into a contract to work with the Fare Collection Technology Committee to identify key features needed for the regional fare collection technology project. Utilizing the key features, consultant will create for solicitation, an approved request for proposal (RFP), create potential vendor list, solicit the RFP, receive proposals, create a review and scoring process and complete all procurement documentation. Consultant will work with committee and Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation (OTAT) in the RFP creation, process and approvals throughout the contract term. See further explanation highlighted under the Scope of Work for Fare Collection Technology Project in this document.

2. Background

Transit systems in Southwest Minnesota need responsive and reliable fare collection technology in order to create a simplified and nondiscriminatory fare media for public guaranteed/subscription and deviated and/or demand response transit services.

Objectives are to;

- a) provide passengers with seamless transportation between transit agencies,
- b) to accurately collect and account for the required fares,
- c) to implement a variety of payment options,
- d) to include electronic fare collection that will integrate into current billing software, and
- e) to enhance the scheduling, billing, and collection process making overall operations more efficient.

In 2018 Community Transit (of UCAP) put together a Fare Committee to review the fare structure of the program. The Committee consisted of members from the Advisory Committees throughout our service area. This was the first step to changing our fare structure so it would be uniform after the recent mergers of Rock and Pipestone Counties. During these meetings several things were discussed, and one was that it would be nice to be able to accept cards and have an online portal where people and organizations could log on to and put money on a fare card. This would also be beneficial in Marshall where many the route riders are attendees of Southwest Minnesota State University. Community Transit (CT) also met with Central Community Transit (CCT) and Prairie FIVE Rides of Prairie Five Community Action to discussed collaborating on a software to be used regionally. All three transit systems receive state and federal funding through grant agreements with the MnDOT OTAT for public transit operations. The combined service area consists of 16 counties in the southwest corner of Minnesota covering just over 11,000 square miles. Public transit services in this southwest area averages 2,000 daily rides, on 100 daily service avenues (Route Deviation and Demand Response), and collectively takes in approximately \$1,350,000 in yearly fare revenue.

In 2019, a committee made up of several key managers from each of the three systems was established to move this project forward. The committee also includes staff from the MnDOT OTAT to oversee the project. The committee participated in product demonstrations from known vendors of different fare collection software. In March, 2020 a State Capital Grant was awarded to Community Transit (CT) of United Community Action Partnership by the OTAT for a Fare Collection and Technology implementation project.

3. Scope of Work for Fare Collection Technology Project

Scope of Work

1. Project Name

The Fare Collection and Technology Committee will establish a unique name that will be used to identify the fare media chosen in this project and used throughout the region.

2. Demo Matrix

The Fare Collection and Technology Committee will create a matrix from the demonstrations conducted in 2019. The purpose of the matrix will be to use the identified key features to clearly outline existing software and hardware in the market and assist in highlighting the features that best meet the needs of this project. This matrix will be used in the request for proposal (RFP) created by the consultant for solicitation.

3. Consultant

The Consultant selected will provide clear direction for the firm/agency to respond to their qualifications, time availability, and ability to complete the outlined tasks. In addition consultant will provide for qualified personnel hourly costs, as well as, supply and travel reimbursement.

Consultant will work with the Fare Collection and Technology Committee to identify and complete the following tasks;

- a. key features needed for the regional fare collection technology project RFP,
- b. write the request for proposal (RFP),
- c. solicit RFP,
- d. receive proposals,
- e. create a scoring process, and
- f. complete all procurement documents.

All documents and the procurement process will follow MnDOT requirements and standards. Final documents will be sent to MnDOT for approval at each step in the process. The consultant who is awarded a contract must be available to attend 3-4 committee meetings throughout the project period and work with agency Directors to review and finalize all documents in the procurement process.

In consideration of time management to create a RFP, the consultant shall incorporate the following criteria and requirements:

A Statement of Work will be included in the RFP that will outline criteria for implementation such as but limited to:

- Introduction of product to system's leadership
- Implementation timeline
- How the hardware will be delivered, and software secured
- Instillation of the product (software, hardware, fare media)
- Training process
- Roll out of new technology to public
- Ongoing support and training.

The following requirements are needed to meet the objectives:

- a. Separate system not tied to routing software
- b. Must be able to handle multiple fare structures
- c. Bank card model
- d. Passenger portal with payment options
- e. Possibility of future mobile app
- f. Ample technical support
- g. Internal controls
- h. The ability to track fare recovery by service type and service area
- i. Third party collection ability

UCAP estimates that approximately 120 consultant hours will be needed to fulfill the deliverables.

4. Vendor Selection

Responders to the RFP must be registered on <https://www.sam.gov/SAM/> and submit a signed Affidavit of Non-Collusion. Vendor must have proper certifications required in their field. Once the preferred consultant is identified, the committee members will make a recommendation to their prospective governing boards. Each governing board will provide a vote or consent for UCAP to enter into a contract with the vendor. No work can begin until the contract is signed and dated by both UCAP representative and the preferred vendor representative.

4. Requirements for Consultant

Quotes received in the timeline provided will be evaluated and subsequent interviews may be coordinated with the top responding candidates. The schedule for completion for this part of the project is October 30, 2020. All quotes must be submitted to Cathleen Amick, Transportation Director. Electronic submissions are required and should be sent to Cathleen.amick@unitedcapmn.org. Submissions must be emailed prior to 12:00 pm on Thursday, June 8, 2020.

5. Compliance

All quotes submitted will be evaluated using the following criteria:

1. Compliance with the RFQ
2. Understanding of the project
3. Services to be provided
4. Ability to complete the work within the time specified
5. Qualifications of the company, including but not limited to their experience and personnel assigned to the project
6. Cost
7. Special consideration will be given to companies that qualify as Disadvantaged Business Enterprises which consists of small businesses, minority-owned firms, labor surplus and women's business enterprises.

This Request for Quotes (RFQ) is an invitation by UCAP for companies to submit a quote, which may be subject to subsequent discussion. It is not a request for competitive bid. Submission of a quote does not create any right or expectation to a contract with UCAP. UCAP reserves the right to reject any or all quotes and the agency further declares that it will incur no financial obligations for any costs incurred by any company in preparation of their quote.

- A. **Data Practices** - All quotes and any information provided in response to this RFQ shall become the property of UCAP. Pursuant to Minn. Stat. § 13.591, subdivision 3(b), once a contract has been awarded as a result of this RFQ, quotes will be available for viewing and/or reproduction (at requestor's expense). As a result, quotes should not include any information the company might regard as confidential or proprietary. Any statement of confidentiality made with regard to a quote cannot be honored.
- B. **Addenda to the RFQ** - If it becomes necessary to revise any part of this RFQ, addenda will be supplied to all companies receiving this Request for Quote.
- C. **Presentations** - UCAP CT may request proposed vendors to provide a presentation of their qualifications and ability to complete the project. Such presentation would be conducted as part of the review process in determining the preferred vendor. The presentation will be at the submitting company's expense and will provide an opportunity for the company to clarify its quote to ensure a thorough mutual understanding of its content.
- D. **News Releases** - News releases pertaining to this project shall not be made without prior written approval by the Transportation Director.
- E. **Company's Independence** – The successful company will be considered an independent contractor with respect to all services performed.

- F. **Price Changes** - All prices shall be firm and not subject to increase.
- G. **Compliance with Laws** – The respondent shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work. The respondent, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations in the quote.
- H. **Modification or Withdrawal of Quotes** - Responses to this Request for Quote (RFQ) may be modified or withdrawn by written notice prior to the exact hour as specified for receipt of quotes. A quote may be withdrawn by the company or its authorized representative prior to the exact hour and date set for receipt of quote.
- I. **Mistake in Quote** - If the best qualified company discovers a mistake in its quote of a serious and significant nature which is unfavorable to it prior to the issuance of a purchase order or a contract, it may request consideration be given to modifying or withdrawing the quote. The mistake must be evident and provable. UCAP reserves the right to reject any and all requests for correction or withdrawal of quotes received after the hour and date shown in the specifications. In all cases, the decision of the UCAP Board of Directors is final.
- J. **Reservation of Rights** - UCAP reserves the right to:
1. Accept or reject any and all quotes received in response to this RFQ for any or no reason, and to re-advertise for new submittals.
 2. Waive or modify any irregularities in quotes received after prior notification to the company.
 3. Request the submission of quote modifications at any time before the award is made, if such request is in the best interest of the agency.
 4. Consider quotes or modifications received at any time before the award is made, if such is in the best interest of the agency.
 5. Request clarification and/or additional information from the company during the evaluation process. Said clarification or additional information shall be provided within two working days and shall be provided in writing.
 6. Utilize any and all ideas submitted in the quotes received unless those ideas are covered by legal patent or proprietary rights and the patent of those rights is indicated by the company. Quotes will become the property of UCAP.

7. Negotiate with the selected company to include further services not identified in this RFQ, as long as the scope of work is not altered.
 8. To negotiate with one or more respondents.
- K. ***Expiration of the Quote*** - By submitting a quote the company offers to enter into a Contract, the form and content of which shall be agreed upon by both parties. The company's quote shall not be revocable for ninety (90) days following the response deadline indicated above. UCAP reserves the right to waive any defects in the offer of any company, to reject any or all offers, and to request additional information from any or all respondents.
- L. ***Insurance*** - The Company shall procure and maintain in effect throughout the duration of the project insurance coverage not less than the types and amounts specified in this section.
1. Comprehensive General Liability Insurance: with minimum limits of \$1,500,000 per occurrence with coverage pertaining to operation and premises of the contractor.
 2. Workers' Compensation Insurance: as required by state statute.
 3. Automobile Liability insurance: with a minimum limit of \$1,500,000 combined single limit (CSL), covering owned, hired, or non-owned vehicles. Coverage provided shall be on an "any vehicle" basis.
 4. Professional Liability Insurance with limits per occurrence of \$1,500,000 and a general aggregate amount of \$3,000,000.
 5. Excess/Umbrella Liability coverage may be used to reach the required amounts indicated above.
 6. Prior to the effective date of this contract, and as a condition precedent to the contract, the Company will furnish the UCAP with Certificates of Insurance listing the UCAP as an "Additional Insured."
 7. The policies listed above may not be cancelled until after thirty (30) days written notice of cancellation to UCAP, ten (10) days in the event of a non-payment of premium.
 8. All insurance coverage must be written by companies having an A.M. Best's rating of "B+V" or better, and that are licensed or approved by the State of Minnesota to do business in Minnesota.

M. **Termination Clause**-UCAP shall have the right to terminate the Contract at any time, upon 30 days written notice, whenever the agency determines that the performance of the company is unsatisfactory or for cause of the convenience of UCAP.

6. Project Deliverables

A successful project period will conclude with an approved RFP, a vendor list, documents of receipt and review process and results, responsibility determination form, responsiveness checklist, price analysis, cost analysis, procurement history and/or, if required, other identified procurement documentation. Final documents will be in electronic formats and all documents and materials will be the property of UCAP.

7. Project Timeline

May 27, 2020: Release of RFQ

June 8: Quote Proposal submittal deadline

June 12: Notification of contract award for consultant services

June 16: Introductory meeting between Fare Collection Committee and consultant

June - August: Drafts of RFP documents to be reviewed by UCAP

August – September: Solicitation Packets released to known vendors, Review of Proposals and selection of vendor

October 30, 2020: Project Completion

8. Project Budget

List fee structure for services rendered and provide a general description for compensation and expenses in the RFQ submission. Please include information indicating how fee was determined. Information should include; basic service fees, added services and reimbursable fees (if applicable), and out-of-pocket expenses.

9. Payments

Provide a payment structure. Payments will require the submission of written invoices, progress reports, and all procurement documentation required to meet the requirements. Upon proper submission of invoices for work performed or reimbursable expenses, UCAP shall review and, if the work is in conformance with the terms of the agreement, make payment within thirty days of the agency's receipt of the invoice.

Attachments:

A. RFQ Documents:

Non-Collusion Affidavit

B. RFP Documentation Samples:

Decision Matrix, Independent Cost Estimate, Non-Collusion Documentation, Conflict of Interest, Proposal Review, Responsibility Determination, Responsiveness Checklist, Price Analysis, and Procurement History

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

Operation Of

State Of Minnesota

I, _____, do state under penalty
(name of person signing this declaration)

of perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership, or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of
free

competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been
communicated by the bidder or by any of his/her employees or agents to any person who is not an
employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not
be

communicated to any person who is not an employee or agent of the bidder or of said surety prior to
the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this
declaration.

Signed: _____
(bidder or his authorized representative)

Dated: _____

Small Purchases

[FTA C 4220.1F Ch. VI, 3.b]

The procedures used must comply with State and local law as well as with Federal requirements. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, supplemented by FTA policies that address the needs of FTA recipients. The Common Grant Rule for governmental recipients authorizes governmental recipients to use relatively simple and informal small purchase procedures.

Definition: Small purchase procedures may be used to acquire services, supplies, construction, or other property valued at more than the micro-purchase threshold but less than the Federal simplified acquisition threshold* at 41 U.S.C. Section 403(11).

- Multiple Sources available
- Not an emergency purchase

* Federal threshold for Micro Purchase at \$10,000 and for Small Purchase at \$250,000 --- State is more restrictive at Micro \$5,000/
Small \$100,000

Basic Requirement:

- Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403 (11).
- FTA does not intend to imply that any purchase of \$150,000 or less must be treated as a Small Purchase.
- The recipient may set lower thresholds for small purchases in compliance with State and local law, or otherwise as it considers appropriate.

Procedures:

- Must obtain price or rate quotations from an adequate number (at least three) of qualified (and potential) sources.
 - ☐ **Independent Cost Estimate**
... must make independent cost estimates before receiving bids or proposals. [FTA C 4220.1F Ch. VI, 6.]
- May not divide or reduce the size of procurements merely to avoid the additional procurement requirements applicable to larger acquisitions.
- **Restrictive of Competition:** Imposing unreasonable business requirements on firms in order for them to qualify to do business. Includes areas of Arbitrary Action, Brand Name Restrictions (“brand name or equal” acceptable), and Geographic Preferences.
- The solicitation **and** the contract awarded thereunder must include a clear and accurate description of the recipient’s technical requirements for the property or services to be acquired in a manner that provides for full and open competition. [FTA C 4220.1F, Ch. VI, 2.a.]

☐ **Clear, Accurate, and Complete Specification**

☐ **Non-Collusion Declaration**

- (Prior to Award) Recipients must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications.

[FTA C 4220.1f, Ch. VI, 6]

☐ **Cost Analysis** breaks down the total price into its components, looking at the supplier's costs to determine the profit margin contained in that price. Cost Analysis is used if it is determined that competition is inadequate or price is inconsistent with the expected range established by ICE.

☐ **Price Analysis** looks at the supplier's price in comparison to other market prices. Price Analysis is used if it is determined that competition was adequate and price was within the expected range established by the ICE.

☐ Grantees are required to maintain and make available records detailing the **history of each procurement**. [FTA C 4220.1F, Ch. III, 3.d (1)]

Additional Considerations:

- These purchases are also exempt from FTA's Buy America requirements. Buy America statute requires that the steel, iron and manufactured products used in FTA-funded transit projects must be produced in the United States. The small purchase threshold for purposes of Buy America will not increase with future adjustments made to the simplified acquisition threshold under the Federal Acquisition Regulation (FAR) at 48 C.F.R. part 2, subpart 2.1. The \$150,000 contract value is based on the total contract amount, including labor and options, and not just the value of the goods purchased. If procurements may result in bids near \$150,000, recipients should include the Buy America certifications in the solicitation, with a note clarifying that if the bid is more than \$150,000, the bidder must certify per the Buy America requirements, but if the bid is \$150,000 or less, no certification will be necessary. (Dear Colleague Letter 9.16.2016)
- Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.
- Prevailing Wage requirements apply to publicly funded construction contract and require payrolls and audits.

☐ Ensure Davis-Bacon and Copeland Anti-Kickback Clauses are used for all construction over \$2,000.

- **Rolling Stock Contract Term Limitation:** multi-year contract to buy rolling stock with an option not exceeding five (5) years to buy additional rolling stock or replacement parts. May not exercise that option later than five (5) years after the date of its original contract. [FTA C 4220.1F Ch. IV, 2.e.(10)]

- Limitation applies to the ordering period.
- Be judicious in establishing and extending contract terms.
- Procurement file should contain evidence that the contract term is based upon sound business judgment.
- Consider competition, pricing, fairness and public perception.
- An extension of the contract term length that amounts to an “out of scope” change will require a sole source justification.

☐ **Clauses (In Specification and Contract)**

☐ **DBE Language in Specifications and full packet as an Exhibit/Attachment**

* Purchases of \$10,000 to \$250,000 (per 6.20.2018 memorandum from OMB) --- MnDOT threshold is at
\$5,000 to \$100,000

Grantee/Sub-Grantee local
P.O. #:

Independent Cost Estimate

Project Grantee Information:

Grantee/Sub-Grantee Name: _____

Grantee/Sub-Grantee Address: _____

Grantee/Sub-Grantee Project Contact Name: _____

Title: _____

Phone: _____ eMail: _____

Project Name and Description: _____

Project Detail:

Procurement Type: <input type="checkbox"/> Materials & Supplies <input type="checkbox"/> Professional Services <input type="checkbox"/> Architecture <input type="checkbox"/> Engineering <input type="checkbox"/> Architecture & Engineering <input type="checkbox"/> Operations & Management <input type="checkbox"/> Construction <input type="checkbox"/> Facility Repair/Rehabilitation <input type="checkbox"/> Rolling Stock (Bus, Fleet Vehicles, etc.) <input type="checkbox"/> Rolling Stock refurbish/rehab <input type="checkbox"/> Other: _____	Date ICE Completed: Procurement Threshold: <input type="checkbox"/> Micro Purchase <\$4999* <input type="checkbox"/> Small Purchase \$5000-\$100,000* <input type="checkbox"/> Request For Proposals (RFP) <input type="checkbox"/> Invitations For Bid (IFB) <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sole Source <input type="checkbox"/> Piggyback <input type="checkbox"/> Non-Competitive Quotation Contract Type: <input type="checkbox"/> Fixed Price Contract <input type="checkbox"/> Cost Reimbursement Contract <input type="checkbox"/> Time & Material Contract <input type="checkbox"/> Labor Hour Contract	Date of Project Completion: Project funding Source: <input type="checkbox"/> State Funding <input type="checkbox"/> State Bond Funds <input type="checkbox"/> Federal Funds <input type="checkbox"/> CFDA # _____ <input type="checkbox"/> Combination of Funding Sources: <input type="checkbox"/> State: _____ <input type="checkbox"/> Federal: _____ <input type="checkbox"/> Other: _____ MnDOT Grant #: _____ Grant Period: _____ Project Contact Signature: _____
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* Federal threshold for Micro \$10,000/ Small \$250,000 --- State is more restrictive at Micro \$5,000/ Small \$100,000

Procurement Costs:

(Report Units **OR** Budget Amount)

# of Units: _____ Cost per Unit: _____ Total Cost: \$ _____	Estimated Budget: (Lump sum method) \$ _____
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Estimate has been developed as follows (check all that apply):

- ☐ Published catalog or price list (attach pertinent catalog or price list pages – copy page and attach).
- ☐ Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and any pertinent documents (i.e.: dates of awards, etc.). _____
- ☐ In-house engineering or technical estimate (see details below).
- ☐ Other (specify) _____
- ☐ If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____

Cost Estimate Details. Details for the estimated price/cost identified are shown below (complete Section A or B).

A

Cost of Standard Items				
Vendor/Cost Source	Product	Unit Cost (\$/ea)	Unit Cost (\$/ea)	Notes
		Delivered	No Freight	

B

Cost of Services, Repairs, or Non-Standard Items								
Item/Task:								
Vendor/Cost Source	Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated Overhead	SG &A	Profit	Total

NOTE: For complex projects or tasks, attach additional supporting documentation, as appropriate.

- ☐ **STEP 2:** Presented with this ICE is my; ☐ Scope of Work ☐ Request For Quotes Notice
- ☐ Request For Proposals
- ☐ Invitations For Bid ☐ Other:

ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)

- (a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of _____ [*Contracting officer identify system or program*]. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of _____ [*Contracting officer identify program*]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.
- (b) During the term of this contract and for a period of _____ [*Contracting officer insert period of time after contract completion that contractor will not be allowed to supply time*] after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Commerce, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, and entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.
- (d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organization Conflict of Interest clause.

Contracting System Name _____

Contractor Agency Name _____

Contracting System Representative _____

Proposal Review

IFB #: _____

Bid Opening Date: _____

Bid Opening Time: _____

Location of Bid Opening: _____

Bid Opening Attendees		
NAME	TITLE	COMPANY/AGENCY NAME AND ADDRESS

General Description of Procurement: _____

Bids Received			
COMPANY/AGENCY NAME	TIME BID RECEIVED	DATE BID RECEIVED	BID AMOUNT

Grantee Name and Signature: _____

Title: _____

Date: _____

Contractor Representative _____

Responsibility Determination Checklist

Bidder/Proposer: _____

Description of Services/Goods: _____

Date: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.		
Research	Acceptable	Comment
1. Appropriate financial, equipment, facility, and personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Ability to meet the delivery schedule.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Satisfactory period of performance	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Satisfactory record of integrity, not on declined, disbarred, or suspended listings.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Receipt of all necessary data from Supplier.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Search on EPLS (Excluded Parties List System) completed and results attached https://www.sam.gov	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Responsiveness Checklist

Opening Date: _____

Opening Time: _____

Description: _____

Contract Administrator: _____

Contractor/Name of Bidder: _____

Solicitation Requirements:

REQUIREMENT	YES	NO	N/A	COMMENTS
Bid received on time, in sealed envelope				
All items (X to X) priced clearly in unit measures specified				
Drawings submitted for products proposed as 'equal to' specified brand				
Bid Security Received: \$ XX.XX OR XX%				
Signature of Company Officer to the bid / offer				
Lobbying Certification signed and attached				
Clauses signed and attached				
Financial information submitted per Section XX				
DBE Documentation included and complete				
Insurance documentation included				
No exceptions to terms or other solicitation language				
Other:				

Grantee/Sub-Grantee local
P.O. #:

PRICE ANALYSIS

Project Name and Description: _____

Grantee/Sub-Grantee Name: _____

Grantee/Sub-Grantee Address: _____

Grantee/Sub-Grantee Project Contact Name: _____

Title: _____ Phone: _____

eMail: _____

Analysis by (Name) _____ Date: _____

Analysis Reviewer Signature: _____

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

- ☐ Comparison with market prices or catalog pricing for the same item. (Complete summary matrix below and attach supporting quotes or catalog pages)
- ☐ Comparison of proposed pricing with an in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any difference found. Complete summary matrix)
- ☐ Comparison with a competing supplier's prices and a comparison with the I.C.E. (complete Vehicle Procurement Summary Matrix)
- ☐ Comparison of proposed pricing with historical pricing from previous purchases of the same or similar item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record)
- ☐ Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn)

SUMMARY MATRIX for Products and Services

☐ Adequate Price Competition

Quote Source - use one or more of these columns (complete competitor name in each column; A,B,C, et

Procurement Item (list in each line, each item and/or service)	Independent Cost Estimate Amount	Proposed Pricing (complete if second box is checked)	Average Market Price (complete if first box is checked)	Competitor A—	Competitor B—	Competitor C—

Comments: _____

Attachments (identify and attach):

- ☐ _____
- ☐ _____
- ☐ _____

Procurement History

Date: _____

Grantee/Sub-Grantee Name: _____

Grantee/Sub-Grantee Project Contact Name: _____

Contact Signature: _____

Project Name: _____

Description: _____

History Detail

PLANNING DOCUMENTATION

Identified Method of Procurement:

☐ Micro Purchase <\$5,000*

☐ Small Purchase \$5,000-\$100,000*

☐ Request for Quotes

☐ Other approved solicitation method within small purchases

☐ Request For Proposals (RFP)

☐ Invitations For Bid (IFB)

☐ Other: _____

☐ Sole Source (Justification attached)

☐ Piggyback

☐ Non-Competitive Quotation

☐ Architectural/Engineering (A&E) Services

☐ Design-Bid-Build

☐ Design-Build

Description of rationale for method of procurement: _____

☐ Completion of Independent Cost Estimate

- ☐ Completion of Scope of Work
- ☐ Written approval from Project Manager to proceed to solicitation

SOLICITATION DOCUMENTATION

DETERMINATION THAT SOLICITATION IS COMPLETE AND MAXIMIZES COMPETITION

DATE SOLICITATION DOCUMENT DEVELOPED:

- ☐ RFQ --- FAIR AND REASONABLE DETERMINATION
- ☐ RFP ---
 - ☐ BEST VALUE REQUIREMENT
 - ☐ TIMELINE/ TABLE OF CONTENTS
 - ☐ REQUIRED ATTACHMENTS
 - ☐ FEDERAL CLAUSES AND CERTIFICATIONS
 - ☐ DO NOT UNDULY RESTRICT COMPETITION
 - ☐ IDENTIFY ALL REQUIREMENTS THAT OFFERORS MUST FULFILL
 - ☐ IDENTIFY ALL FACTORS TO BE USED IN EVALUATION OF PROPOSALS
 - ☐ NON-COLLUSION DECLARATION
- ☐ IFB --- LOW BID REQUIREMENT
- ☐ FUNCTIONAL REQUIREMENTS (ITS)

NUMBER OF POTENTIAL BIDDERS/PROPOSERS NOTIFIED: _____

METHOD USED TO SOLICIT POTENTIAL BIDDERS/PROPOSERS

- ☐ LOCAL NEWSPRINT – NUMBER _____ ☐ MN STATE REGISTER
- ☐ AGENCY WEBSITE _____
- ☐ KNOWN PROVIDERS ☐ EMAIL ☐ VIA MAIL ☐ OTHER:
- ☐ OTHER (SPECIFY):
- ☐ ATTACHED AFFIDAVITS OF PUBLICATION
- ☐ ATTACHED COPIES OF NOTICES SENT TO BIDDERS/PROPOSERS

NUMBER OF PROPOSALS/BIDS RECEIVED: _____

- ☐ PRICE ANALYSIS
- ☐ COST ANALYSIS

CONTRACT MANAGEMENT

Identified Selection of Contract Type:

☐ Firm Fixed

☐ Cost Reimbursement

☐ Time & Materials

** Cost Plus Percentage of Cost Contracts are Prohibited by the FTA

Describe Method and Rationale for selection of contract type: _____

(i.e.: This project was released as an RFP as staff required specifications with evaluation and best value approach and was advertised in public newspapers of general circulation, via agency website, and in Construction exchange listing)

Successful contractor identified: _____

Basis for selection: _____

_____ Responsibility Determination completed for successful contractor.

☐ Excluded Parties List System was verified at

<https://www.sam.gov>

☐ Attached search page results

Name of Bidder/Proposer Not Recommended	Reason for Rejection

_____ ☐ Submittal of proposed bidder/proposer documentation for MnDOT Review

☐ Written approval from Project Manager to proceed to Contract Award.

The basis for the contract cost or price awarded: _____

Contract Provides the following:

- ☐ Outlines terms, conditions, parties involved, and dates contract commences and is completed.
- ☐ Signed and dated by both parties
- ☐ Specifications – Referenced in its entirety, including all attachments
- ☐ Proposal (in its entirety)
 - ☐ all required attachments completed and submitted
 - ☐ price proposal
 - ☐ bid
 - ☐ operations budget workbook (includes narrative and price breakdown)
 - ☐ other: _____
- ☐ Attached Federal Clauses (completed and signed)
- ☐ Attached Debarment and Suspension Certification (completed and signed)
- ☐ Attached Lobbying Certification (completed and signed)
- ☐ Attached Disadvantaged Business Enterprises (DBE) Special Provisions
 - ☐ Bidders Form (for both RGN or for a Goal)
 - ☐ DBE Goal – required paperwork and compliance requirements