

REQUEST FOR PROPOSAL
PUSH-TO-TALK OVER CELLULAR RADIOS

ISSUE DATE: MARCH 19, 2025

PROPOSAL DUE DATE: APRIL 23, 2025

TIME: 2PM CENTRAL DAYLIGHT TIME (CDT)

Prepared by:
Tri-Valley
Attn: Elizabeth Hensrud

Tri-Valley Opportunity Council, Inc.
1345 Fairfax Ave
Crookston, MN 56716

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INSTRUCTIONS TO VENDOR

1 Background - Agency & Client Information

Tri Valley Heartland Express provides curb to curb demand response public transportation in northwest Minnesota. The service areas cover the Minnesota counties of Polk, Red Lake, Norman, Marshall, Kittson, Pennington, Mahnommen, and Clearwater.

Tri Valley invites prospective and qualified proposers to submit a response to this RFP for Push-to-Talk over Cellular (PTToC) services and devices for transit communication systems, replacing the current low-band two-way radio communication system. Tri-Valley seeks a multi-year contract (6 year) with one year being installation and deployment and years 2 through 6 being PTToC communication services. Additional years of the contract will be contingent on the vendor providing a service acceptable to Tri-Valley. Periodic reviews will occur to allow the vendor to make corrections per Tri-Valley's input. A 60 – day prior to extension review will be held with Tri-Valley and the vendor to determine if an extension of time will occur. PTToC communications services are required between dispatch and the fleet of buses and vans, as well as and between fleet vehicles.

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

Attachment B provides further details of the project specifications and requirements related to the radio communications hardware and equipment.

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. Tri-Valley is not responsible for any costs incurred by the Vendors in the preparation and submittal of the proposal.

2 Project Goals & Key Functional Requirements

Tri-Valley desires to implement PTToC radio equipment in all of their buses and transportation vans to support communication between vehicles and dispatchers. Tri-Valley has two dispatch locations. The primary agency dispatch is in Crookston, Minnesota at 1345 Fairfax Avenue and the secondary dispatch location is in Thief River Falls at 524 Barzen Avenue. All hardware shall be delivered to the Crookston location.

Key functionality requirements:

- Audio reception quality and the capability of vehicles being able to communicate with each other without having to request to do so through dispatch.
- A minimum of three talk groups/broadcast channels.
- Vehicles dispatched out of Crookston will be assigned to one group, and Thief Fall Rivers in another group.
- Channels are open and all vehicles on the channel must be able to hear all communications on that channel.
- Drivers on the same channel can talk with each other without having to request permission through dispatch.

- A third channel is needed so that a vehicle and dispatch can have private conversations if needed.
- All vehicles must be equipped with all three channels.

Proposals shall illustrate how their product aligns with each of these functional requirements and how the team has successfully delivered similar requirements to other rural transit agencies, in similar contexts.

3 Agency Rights

Tri-Valley 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. Tri-Valley specifically reserves the right to reject any or all proposals including, without limitation, non-conforming, non-responsive proposals, and / or results from an investigative vendor background check.

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 – h). A 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 and context that Tri-Valley provides. Including coordination with Tri-Valley who will be installing the PTTToC radios and associated equipment.
- (c) A satisfactory performance record for providing PTTToC radios and supportive services to similar rural public transit agencies. Public agency references shall be included in the proposal, allowing Tri-Valley to contact for validation of the vendor’s performance.
- (d) The necessary organization, experience, accounting, operational and technical skills, to provide, install and deploy PTTToC radios.
- (e) Compliance with applicable local, state, and federal licensing and tax laws and regulations.
- (f) The required technology, equipment, and deployment that meets the objectives and requirements identified in this RFP.
- (g) For shortlisted firms who are invited to an interview shall present a representation of their cell coverage within Tri-Valley’s public transit service area.
- (h) Compliance with Affirmative Action.

4 Proposal & Project Dates

The proposals are due per the dates identified on page 1 of this RFP. Tri-Valley anticipates the following dates (**TABLE A**) for the process of selecting a vendor and awarding a contract. It is the intent of Tri-Valley to have all the PTTToC radios 100% usable to the satisfaction of Tri-Valley no later than December 31, 2025.

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TABLE A

RFP and Project Major Milestone Activities	Date
Advertise and release RFP	March 19, 2025
Last day to submit questions	April 2, 2025
Response to questions posted	April 9, 2025
Proposal due date	April 23, 2025 (2:00 PM CDT)
Required Interviews (shortlisted firms)	May 12-16, 2025
Contract execution and notice to proceed	May 18 – June 2, 2025
Final Acceptance / 100% use by Tri-Valley	December 31, 2025

5 Proposal Submission

The proposal will only be accepted as an attachment to an email addressed to the RFP Administrator and should be assembled as a single, printable .pdf, including all attachments and forms. If the size of the document is too large, the .pdf file can be separated; however, they shall be clearly named as **Name of Vendor – PROPOSAL PTTToC Radios** (and sequential numbering with notation of total number of .pdf files submitted).

The Administrator for this RFP is:

**RFP Administrator – Elizabeth Hensrud
Tri-Valley (Heartland Express)
Elizabeth.Hensrud@tvoc.org**

Proposals submitted by mail, courier or other means **will not be accepted**.

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 proposal identified time is the time it is received by email to the RFP Administrator. Any proposals 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 proposal due date and time.

The subject line on the email when submitting the proposal and all required documents shall be **PROPOSAL – PTTToC Radios**. The email shall be addressed to the email noted for the RFP Administrator.

5.1 Signature

The proposal shall be signed by an officer with authority to sign the proposal. 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.

5.2 Questions Related to the RFP

Questions are only allowed to be submitted by email to the RFP Administrator. The subject line shall be **QUESTION – PTToc Radios**. 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) via email and responses will be provided within an addendum posted on the Tri-Valley Website. <https://www.tvoc.org>

Vendors shall use their judgement regarding the submittal of their questions as the questions will be included in an 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 Tri-Valley 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 identified.

5.3 Response to Questions

Responses to questions will be posted on the Tri-Valley Website. <https://www.tvoc.org>

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

Any prior oral and other representations or clarifications by employees or representatives of Tri-Valley associated to this RFP are not binding or legally effective except as embodied in this RFP or a written addendum.

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

5.4 Evaluation of Proposal, Selection of Vendor

The selection process will be evaluated by a committee, including Tri-Valley and potentially MnDOT staff.

Tri-Valley is evaluating the final selection of the vendor based on a multi-step selection process:

1. The proposal
2. Budget
3. Required Interview

Proposal and interview. Proposals will be evaluated based on what is in this RFP and the criteria noted in **TABLE B**.

Tri-Valley reserves the right to negotiate with a vendor who proceeds through the process that meets or exceeds the requirements identified in the RFP, provides a competitive price, and has the qualifications, experience and knowledge based on the three-step selection process.

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

Valley’s request. Failure of the vendor to provide requested information may result in the rejection and initiating dialogue with another vendor.

Tri-Valley will award the project to the vendor who is the most responsive based on their technology and equipment meeting the requirements of this RFP, their management of the project and the presentation during the interview, and the estimated costs submitted with the proposal package.

TABLE B illustrates the proposal and cost estimate criteria only.

TABLE B – PROPOSAL AND COST ESTIMATE CRITERIA

1	Equipment	40%
	<ul style="list-style-type: none"> • PTTToC Radio equipment meets the functionality, durability, and project requirements. • PTTToC Radio equipment that serves the Tri-Valley service area with no disruptions (80 to 90% service coverage) 	20% 20%
2	Company (vendor) Qualifications & Experience	20%
	<ul style="list-style-type: none"> • Experience in providing the required equipment. • Vendor’s competencies and skills to deliver and provide the equipment based on financial stability. • Demonstrated competence for full service of the project needs evidenced by supportive documentation 	10% 5% 5%
3	Record of Past Performance	20%
	<ul style="list-style-type: none"> • Proven, experienced record of delivery and equipment performance, evidenced with supporting project and client references. • Key personnel experienced in positive, engaging customer relations, meeting project goals and requirements. • Satisfaction from references. 	10% 5% 5%
4	Estimated Labor and Expense Cost Estimate	20%
	<ul style="list-style-type: none"> • Competitive and reasonable. • Detailed pricing provided in the required format. 	

Required Interview. Shortlisted firms will be selected for the required interview based on the criteria noted in **TABLE B**. Details of the interview will be provided prior to the interview. The shortlisted firms shall illustrate their compliance to meet Tri-Valley’s public transit service area for cell coverage (80 – 90% cell coverage). The interviews will be virtual, not to exceed 60 minutes in duration.

5.5 Notice of Award

The contracted vendor shall not begin work until an official notice to proceed (NTP) letter or email has been received, which is anticipated to be a short time after the award.

5.6 Final Completion

The full deployment (installation and final acceptance) shall be completed by the date noted in **TABLE A**.

The installation and deployment of the PTToc Radios for final acceptance shall mean that all equipment, communications are functioning per these RFP requirements and the RFP Administrator is approving the completion of the project.

5.7 Service Period

Identified services required (at minimum) are identified in **Attachment A & B**.

This is a multi-year contract (6 years) with year one being deployment and years 2 thru 6 being dispatching services. Years 2 through 6 will be contingent on the vendor providing services acceptable to Tri-Valley.

Refer to **Attachment E**, the price proposal form | estimate of costs, **TABLE 2** illustrates the costs beyond the first year (years 2 -6).

5.8 Warranty Period

The warranty period for all hardware will be for 1 years; however, adjustments may be made depending on the estimated annual warranty cost identified per year. Each year of warranty (Year 1, Year 2, and Year 3) shall be identified in the estimated labor and expenses submitted with the proposal, refer to **Attachment E**.

5.9 Proposal Requirements

The proposal shall be limited to 25 pages (8.5" x 11" pages, the font size shall be 11 or larger) and shall follow the format described. 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 25-page count.

- **Cover letter**
 - Shall be only one page, illustrating the company name, address, primary contact email and phone number. Include acknowledgement of addendums (if none – note as such)
- **Schedule**
 - Can be 8.5" x 14" or 11" x 17". The schedule shall identify tasks to achieve completion by the noted date in this RFP.
- **Required Forms | Refer to the Attachments** and as identified within this RFP.
- **Cost Estimate**
 - It can include product specifications to support the line-item estimate for materials (expenses). Refer to **Attachment F** for allowable expense reimbursements. All material expenses will be paid at the purchase price with no mark up.

5.10 Proposal Format

The proposal format shall follow the layout as noted:

1. Cover Letter (as described above) **(NOT INCLUDED IN PROPOSAL PAGE COUNT)**
2. Company overview
3. Key team member resumes / organizational structure (identify the primary contact for Tri-Valley)

4. PTTToC Radio Equipment proposed
 - Overview of the equipment
 - Include how equipment meets or exceeds the requirements of the RFP and required functionality and specifications.
 - Include how equipment achieves the goals for the project.
5. List and illustrate how your team will manage any risks or challenges associated with the equipment and requirements for the project.
6. Client / Project References, provide notation of clients and their project where you have provided PTTToC radios. Include the name of the project, client (name, point of contact, email, phone number), cost and how it is like the requirements for this project. (minimum of 3 clients/projects).
7. Project Schedule (based on items in the RFP and activities you will do to meet the time periods note).
8. Required forms (as described above and further in the RFP). **(NOT INCLUDED IN PROPOSAL PAGE COUNT)**

5.11 Items Required Prior To Award of Contract

- Certificates of Insurance, based on requirements identified in **Attachment C**.
- Signed Clauses (if applicable) & Forms

5.12 Items Required to be Submitted After THE AWARD of Contract

- Copies of Subcontract agreements – If Applicable
- Material List and product Certifications.
- Other items requested by Tri-Valley during the selection process.

6 Other Requirements

Taxes. The estimate shall be prepared exclusively for applicable taxes.

The vendor shall submit additional information associated with their estimate assumptions within their submitted cost estimate. Tri-Valley may request additional information related to the estimate during the negotiations.

7 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 times and structure specified below.

A. PRIOR TO PROPOSAL DUE DATE

1. Protests concerning a procurement (by a vendor or an adversely affected subcontractor) must be in writing and received by Tri-Valley 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, Tri-Valley will illustrate on their website that a protest has been filed, and that the proposal due date is postponed until Tri-Valley has issued its decision. Appropriate addenda will be issued rescheduling proposal due date.
3. Any protest to Tri-Valley may be withdrawn at any time before Tri-Valley has issued its decision.

4. Tri-Valley 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 Tri-Valley at least three (3) working days before the award of a contract by Tri-Valley.

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, Tri-Valley will notify all vendors who provided a proposal that a protest has been filed and that the award of the contract is postponed until Tri-Valley has issued its decision.

3. A protest to Tri-Valley may be withdrawn at any time before Tri-Valley has issued its decision.

4. Tri-Valley 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 Tri-Valley 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, Tri-Valley will notify all vendors who submitted a proposal that a protest has been filed, and that execution of the contract is postponed until Tri-Valley has issued its decision.

3. A protest to Tri-Valley may be withdrawn at any time before Tri-Valley has issued its decision.

4. Tri-Valley 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.

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

Tri-Valley 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.

8 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.

9 Example Contract | Terms and Conditions

The Agencies' standard purchase order, terms and conditions are attached to this RFP, refer to **Attachment C**.

Purchase Order Terms and Conditions.

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

10 Performance Bond

Tri-Valley will not require a performance bond as part of this contract.

11 Conflict Of Interest

Responders shall provide a list of all entities with which it has a relationship that creates or appears to create a conflict of interest. All responders who are submitting a proposal shall complete **Attachment H** and submit with the proposal package.

12 Subcontracting

Vendors may subcontract 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.

13 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 contract award and may subject the responder to suspension or debarment proceedings, as well as other remedies available to Tri-Valley by law.

14 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.

15 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Refer to **Attachment G**.

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Attachment A - Project Scope of Work

Goals and Objectives

The Agency goals and objectives related to this request are noted in the background section of this RFP.

Project Overview

It is provided within the background section of this RFP.

PTToC Radio Specifications

Attachment B outlines the equipment specifications associated with the PTToC Radios.

Project Management

The delivery of the project requires management of the project's scope, schedule, and budget. The project shall be managed by an identified individual within 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 Tri-Valley. Tri-Valley has the authority to deny or approve the request. The project manager is the primary person responsible for the delivery and success of the project. The individual will serve as the primary liaison, coordinator, and communicator to Tri-Valley.

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 equipment by or before December 31, 2025.

Tasks, subtasks, vendor assumptions and required Tri-Valley 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.

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. Include the time period as to when Tri-Valley shall anticipate the need to install the 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).

The following milestones shall be identified in the schedule:

- **Project Kickoff.**
Virtual meeting – clarifying any questions from the vendor or agency, review of expectations, communication requirements between the vendor and agency (Points of Contact), presentation of equipment material lists, review of schedule and key factors that could influence or impact project success.
- **Installation of hardware and software (BY TRI-VALLEY).** (Quarter 3, 2025)
Vendor specific requirements and sequencing for installation by Tri-Valley shall be provided to support 100% use by the end of the contract.

- **Testing by Tri-Valley in cooperation with the vendor** (Quarters 3 – 4, 2025).
- **Tri-Valley and Vendor validation of operability** based on installation (by Tri-Valley) and deployment (Quarter 4, 2025). Validation occurs when the new PTTToC is fully operational.
- On-site or virtual **training**, train the trainer-style. (Quarter 4, 2025).

Invoicing / Payment

Payment is based on monthly invoices for materials received on site, however no payment will be made for pre-work or materials not on site and placed at a designated place by Tri-Valley. Any material and equipment invoices shall be provided as receipts illustrating 100% paid, product specifications and installation procedures shall be included in the request for payment via the invoice as a separate deliverable to the RFP Administrator.

Invoicing payment shall be requested to the RFP Administrator.

Each email invoice requested shall note in the subject line: **PTToC Radios Invoice #.**

Roles and Responsibilities

TABLE C identifies the expectations for both Tri-Valley and the selected vendor.

TABLE C

Tri-Valley	Vendor
<ul style="list-style-type: none"> • Installation of the Radios and associated equipment 	<ul style="list-style-type: none"> • Purchase and deliver equipment that meets or exceeds the specifications in this RFP. • Provide training to Tri-Valley on how to use the equipment

Installation

Tri-Valley will install all the hardware. The goal is to install the new radio system alongside their existing system (LMR system using Motorola Brand – Models AAM01QPC9JC1AN & VX-2100-67-45) and have both installed and working until all vehicles are outfitted with the new radio system and Tri-Valley has tested and confirmed the new radio system is working properly. The old system will then be removed by Tri-Valley from all vehicles. Tri-Valley staff will coordinate the transitioning of the installation of the radios once a vendor is under contract.

Final Acceptance

The final acceptance will occur upon acceptance by Tri-Valley for all critical items, including but not limited to Tri-Valley verifying successful operations of the equipment.

Tri-Valley provides final acceptance after two weeks (14 calendar days) of consecutive operation without disruptions. If critical errors are identified, the two-week acceptance period resets. Critical errors are defined by the Tri-Valley, RFP Administrator or their designee in collaboration, review, and agreement with the vendor.

Training

The vendor shall illustrate in the proposal their approach to providing proposed training to the Tri-Valley team. Tri-Valley reserves the right to 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 equipment and being able to discuss trouble shooting the equipment.

Documentation

The vendor shall provide the following documents for initial review by Tri-Valley at the kickoff meeting. Final acceptance of the equipment shall not take place until the vendor has received approval of all these documents:

- Equipment specification sheets / material cut sheets.
- Warranty paperwork for each type of equipment proposed.

Delivery of any and all equipment shall not occur, unless approved by Tri-Valley.

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 – 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
- Training
- Communications

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Attachment B – Push-to-talk over Cellular (PTToC) Radio Equipment Specifications

1 Geographic Coverage

The selected vendor shall provide PTToC coverage in at least 80 to 90% of the Tri-Valley public transit service area. The coverage shall be available in these counties: Polk, Kittson, Clearwater, Marshall, Pennington, Red Lake, Norman, and Mahnomen. Today, the areas of concern for coverage include the Clearwater and Mahnomen counties. The shortlisted vendors shall illustrate their coverage during the interview.



Tri-Valley covers the counties as noted in the above paragraph – those counties in the map that are not listed above are not in their service area.

However, Tri-Valley provides public transit services to the City of Roseau, Minnesota, and the Fargo – Moorhead area.

Cass County, Fargo North Dakota is not shown on the map. Clay County, Moorhead Minnesota is illustrated on the map.

2 Technical Specifications

The following technical specifications outline the requirements for the procurement of radios to support the communication needs of Tri-Valley. These specifications are designed to ensure seamless, reliable, and efficient communication among transit operators, dispatchers, and other essential personnel. The selected radio equipment must be compatible with the agency’s existing communication infrastructure while meeting current industry standards for durability, functionality, and interoperability. Vendors must provide equipment that supports clear, uninterrupted communication, complies with all applicable regulatory requirements, and enhances operational efficiency. The specifications detailed below define the minimum performance, technical and functional requirements for the radios to be supplied under this Request for Proposal (RFP).

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2.1 General Specifications

GENERAL SPECIFICATIONS	
REQUIRED	1. Push-to-talk over Cellular Radios shall be web-based with a radio dispatch application/platform.
	2. No software is required to be installed on computers.
	3. The number of dispatch log-ins is for 12 accounts.
	4. The web-based dispatching software is updated regularly and shall occur with no additional charges from the vendor.
	5. The software should alert dispatch if a radio has lost cellular connection.
	6. The dispatch system operability shall not require proprietary headsets, microphones, speakers, or dispatch consoles.
	7. Shall allow for installation (by Tri-Valley) of vehicle hardware alongside an existing radio system.
	8. Shall have GPS tracking of all bus radios and all handheld portable units.
	9. Shall have encrypted communications.
	10. Shall be able to purchase radios outright. Leasing is not an option.
	11. Tri-Valley currently has a plan with Verizon for cellular communications. The proposed system shall be compatible with the Verizon Network. Cellular services will be paid directly to the carrier.
	12. All hardware shall come with a minimum 1-year warranty and shall be included in the initial cost of the equipment.
	13. The guaranteed turn-around time for repairs or replacement of units shall be two weeks or less.
STRONGLY DESIRED	None
OPTIONAL	1. Plug in for an external high-power speaker.
	2. Extended hardware warranties for up to five years. (identify in cost estimate and Tri-Valley will choose if they want the extended warranty).
	3. PTToc should be available for download on agency smartphones.
	4. Dispatch should be able to be performed from the smartphone in the event of a facility power or internet failure.

2.2 Mobile Radio Specifications

The Push-to-talk over Cellular Radios (PTToC) will be installed by Tri-Valley in 36 revenue vehicles (34 light-duty mid-sized cutaways on a Ford E-450 chassis and 2 light duty Chrysler vans) and one maintenance vehicle for a total of 37 vehicles. Three spare units and all associated parts shall also be purchased and delivered to Tri-Valley, Crookston Office. (address illustrated on Page 1)

In total 40 mobile radio units and associated parts are required to be purchased by the vendor. The PTToC **shall meet the following mobile radio specifications:**

MOBILE RADIO SPECIFICATIONS	
REQUIRED	<ol style="list-style-type: none"> 1. Hardware must be capable of being hard-wired into each vehicle and to turn on automatically when the vehicle turns on and powered down when the vehicle is turned off. The estimate shall include the necessary sensors and wiring to accomplish this. 2. The mounting hardware shall be capable to be mounted on the vehicle dashboard. The mounting unit does not need to lock. 3. All units shall have a clear audio reception. 4. The Push-to-talk over Cellular Radios hardware shall be ruggedized and rated to withstand dirt, dust, and moisture. 5. Push-to-talk over Cellular Radios shall be able to withstand extreme hot and cold temperatures. 6. The plug-in type of palm microphone shall also be ruggedized, with a coiled cord. 7. All necessary cabling for the radio system to be operational. 8. Provide two – 120V AC power supplies, deliver to the Crookston Office. 9. An antenna assembly that can be mounted on the driver’s side of the vehicle towards the front of each vehicle.
STRONGLY DESIRED	None
OPTIONAL	<ol style="list-style-type: none"> 1. Plug in external high-power speaker.

The remainder of this page is left intentionally blank.

2.3 Handheld Radio Specifications

Tri-Valley is seeking 4 portable handheld radio units. The units **shall meet the following specifications:**

	HANDHELD RADIO SPECIFICATIONS
REQUIRED	1. Clear audio reception.
	2. Ruggedized handheld with belt clip that is rated to withstand dirt, dust, and moisture.
	3. Must be able to withstand extreme hot and cold temperatures.
	4. Battery runs for at least 12 consecutive hours.
	5. Two spare batteries and a charging unit for each portable handheld unit.
	6. Desktop charging cradle and wall charger for each portable handheld unit.
	7. IP67 rated. (waterproof)
STRONGLY DESIRED	None
OPTIONAL	None

The remainder of this page is left intentionally blank.

Attachment C – Contract Terms & Conditions

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

Billings and Payment: Vendor shall submit an itemized invoice to Tri-Valley similar to the information provided in **Attachment E**, 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: Tri-Valley retains the right to examine and inspect all equipment and materials for conformance with specifications and to notify vendor of rejection within a reasonable time.

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

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 Tri-Valley, 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 Tri-Valley'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.

The vendor **shall not** claim that Tri-Valley 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 Tri-Valley and State, its agents and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by Tri-Valley, 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 Tri-Valley's sole negligence. This cause will not be construed to bar any legal remedies Vendor may have for Tri-Valley'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 Tri-Valley's RFP Administrator 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 Tri-Valley 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, the 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 Tri-Valley. If Vendor desires authority from Tri-Valley to have a higher deductible 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 Tri-Valley so that Tri-Valley can ascertain Vendor's ability to cover the deductible from its own resources. Tri-Valley 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 the 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 Tri-Valley 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 Tri-Valley 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 Tri-Valley;
- iv. The 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.

Tri-Valley 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 Tri-Valley 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, Tri-Valley may immediately terminate this contract without liability to Vendor. All insurance policies

must be open to inspection by Tri-Valley, and copies of policies must be submitted to Tri-Valley's RFP Administrator upon written request.

Independent Contractor; Workers' Compensation: Any and all employees of Vendor, including its subcontractors, or other people while engaged in the performance of any work or services required by Vendor under this contract will not be considered employees of Tri-Valley. 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 Tri-Valley.

Prior to commencing work under this contract, Vendor must present evidence, acceptable to Tri-Valley, 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 Tri-Valley with a COI showing such coverage.

Termination: This contract may be immediately terminated or suspended by Tri-Valley, at any time, with or without cause, upon written notice to the Vendor. In the event of such termination or suspension, the 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 Tri-Valley with a written notice of such termination.

In the event Tri-Valley 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 Tri-Valley'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. Tri-Valley 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, Tri-Valley will not be obligated to pay for any services and goods provided by Vendor after the date of suspension 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 Tri-Valley 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 in Crookston, Minnesota, 9th Judicial District, State of Minnesota.

Tri-Valley's RFP Administrator will be the initial interpreter of the requirements of this contract and will judge the acceptability of the work here under. Claims, disputes, and other matters relating to the acceptability of the work will be referred to in writing to Tri-Valley's RFP Administrator, 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 Tri-Valley’s RFP Administrator 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 Tri-Valley’s RFP Administrator within 45 days of each such occurrence unless Tri-Valley’s RFP Administrator 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 Tri-Valley’s RFP Administrator 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 will 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 public assistance, and will take affirmative steps to ensure that all applicants are hired and all employees are treated during employment without such discrimination.

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. The vendor’s certification is a material representation upon which the award of this contract was based. Vendor must provide immediate written notice to Tri-Valley’s RFP Administrator 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 Tri-Valley. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to remedies available to Tri-Valley, 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 D – Specifications Requirement Form

INSTRUCTIONS – REQUIRED FORM, SHALL BE INCLUDED IN THE SUBMITTAL PROPOSAL PACKAGE. (not included in page count)

The form is posted on the Tri-Valley website where the RFP is posted. Complete and submit with proposal package. Check the Yes box to indicate feature is standard with hardware or software. Check No if the feature is not available or applicable to your hardware or software.

Identify as an Add-on if it is available outside of the standard package and include details in the additional information section.

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. Clearly identify as such.

GENERAL SPECIFICATIONS					
	Specifications	Yes	No	Add-On	Additional Information
REQUIRED	1. Push-to-talk over Cellular Radios shall be web-based with a radio dispatch application/platform.				
	2. No software is required to be installed on computers.				
	3. The number of dispatch logins is for 12 accounts.				
	4. The web-based dispatching software is updated regularly and shall occur with no additional charges from the vendor.				
	5. The software should alert dispatch if a radio has lost cellular connection.				
	6. The dispatch system operability shall not require proprietary headsets, microphones, speakers, or dispatch consoles.				
	7. Shall allow for installation (by Tri-Valley) of vehicle hardware alongside an existing radio system.				
	8. Shall have GPS tracking of all bus radios and all handheld portable units.				
	9. Shall have encrypted communications.				
	10. Shall be able to purchase radios outright. Leasing is not an option.				

GENERAL SPECIFICATIONS					
	Specifications	Yes	No	Add-On	Additional Information
REQUIRED	11. Tri-Valley currently has a plan with Verizon for cellular communications. The proposed system shall be compatible with the Verizon Network. Cellular services will be paid directly to the carrier.				
	11. Tri-Valley currently has a plan with Verizon for cellular communications. The proposed system shall be compatible with the Verizon Network. Cellular services will be paid directly to the carrier.				
	12. All hardware shall come with a minimum 1-year warranty and shall be included in the initial cost of the equipment.				
	13. The guaranteed turn-around time for repairs or replacement of units shall be two weeks or less.				
STRONGLY DESIRED	None				
OPTIONAL	1. Plug in for an external high-power speaker.				
	2. Extended hardware warranties for up to five years. (identify in cost estimate and Tri-Valley will choose if they want the extended warranty).				
	3. PTToc should be available for download on agency smartphones.				
	4. Dispatch should be able to be performed from the smartphone in the event of a facility power or internet failure.				

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MOBILE RADIO SPECIFICATIONS					
	Specifications	Yes	No	Add-On	Additional Information
REQUIRED	1. Hardware must be capable of being hard-wired into each vehicle and to turn on automatically when the vehicle turns on and powered down when the vehicle is turned off. The estimate shall include the necessary sensors and wiring to accomplish this.				
	2. The mounting hardware shall be capable of being mounted on the vehicle dashboard. The mounting unit does not need to lock.				
	3. All units shall have a clear audio reception.				
	4. The Push-to-talk over Cellular Radios hardware shall be ruggedized and rated to withstand dirt, dust, and moisture.				
	5. Push-to-talk over Cellular Radios shall be able to withstand extreme hot and cold temperatures.				
	6. The plug-in type of palm microphone shall also be ruggedized, with a coiled cord.				

MOBILE RADIO SPECIFICATIONS (continued)					
	Specifications	Yes	No	Add-On	Additional Information
REQUIRED	7. All necessary cabling for the radio system to be operational.				
	8. Provide two – 120V AC power supplies, deliver to the Crookston Office.				
	9. An antenna assembly that can be mounted on the driver’s side of the vehicle towards the front of each vehicle.				
STRONGLY DESIRED	None				
OPTIONAL	1. Plug in external high-power speaker.				

The remainder of this page is left intentionally blank.

HANDHELD RADIO SPECIFICATIONS					
	Specifications	Yes	No	Add-On	Additional Information
REQUIRED	1. Clear audio reception.				
	2. Ruggedized handheld with belt clip that is rated to withstand dirt, dust, and moisture.				
	3. Must be able to withstand extreme hot and cold temperatures.				
	4. Battery runs for at least 12 consecutive hours.				
	5. Two spare batteries and a charging unit for each portable handheld unit.				
	6. Desktop charging cradle and wall charger for each portable handheld unit.				
	7. IP67 rated. (waterproof)				
STRONGLY DESIRED	None				
OPTIONAL	None				

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Attachment E – Price Proposal Form | Estimate of Costs

TABLES 1, and TABLE 2 shall be completed and submitted with the proposal package as a separate .pdf document. Additional supportive documentation can be attached to illustrate your assumptions associated with a specified line item and the submitted costs.

Both Tables are provided on the Tri-Valley website for submitting with the proposal. The cost estimate forms are not included in the proposal page count.

1. PTTToC radios and associated equipment, cost shall include all equipment required for installation by Tri-Valley and use. All shipping costs shall be included in the cost of this line item.
2. PTTToC handheld radios shall be purchased and provided to Tri-Valley’s Crookston office. This includes any and all charging equipment and docking equipment.
3. Cellular service for each radio shall be provided, including one of the handheld radios. The pricing for this line item is for the first year of service. Years out costs are to be illustrated in **Attachment E – TABLE 2**
4. Dispatch licenses are for the twelve (12) dispatch areas in two locations, Crookston and Thief River Falls. For this line item it is for one calendar year. Thereafter it is compensated within the annual service line item (**Attachment E -TABLE 2**).
5. Other Line item, specify any other costs not identified within the line items noted – provide comments as required to support the individual line item(s).
6. IMPLEMENTATION Set-up – initial on-boarding and Coordination with Tri-Valley for installation / set up costs.
Training – all labor, materials and travel costs associates with required onsite training. At minimum, the cost of training should include in-person training for the ~~twelve~~ twelve dispatchers.

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ATTCHMENT E - TABLE 1 EQUIPMENT COSTS				
Line Items	Unit	Quantity	Unit Cost	Total Cost
1. Push-to-talk over Cellular Mobile Radios & associated equipment	Each	40		
2. Handheld Radios and associated equipment	Each	4		
3. Cellular Service	Each	41		
4. Dispatch License	Each	12		
5. Other (specify and provide further detail below)				
			TOTAL	
Other (COMMENTS)				
Required TO NOTE: TIME PERIOD THAT THESE COSTS AT VALID – SHALL BE FOR 60 DAYS AFTER SUBMITTAL OF THE PROPOSAL AND COST ESTIMATE.				
Implementation				Total Cost
6. Direct On-site set up, training, travel				
7. Other costs- cost not identified above but integral to implementation				

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

**Attachment E - TABLE 2
Service Years**

Service Years Annual Costs						
Annual Fees	YEAR 1	Year 2 *	Year 3*	Year 4 *	Year 5 *	Year 6 *
Maintenance and support	NO COST INCLUDED IN EQUIPMENT COSTS					
Warranty						
Access to Platform						
Cellular Service (40)						
Other:						
Total:						

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

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Attachment F – Allowable Expense Reimbursement

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

Travel Status

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

Restrictions

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

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

CS|CM Last Updated 06/29/2023 1

Tri-Valley approves these allowable expense statements. The following are additional restrictions:

- Tri-Valley will not pay travel for any employee outside to the United States.
- All air travel shall use domestic airlines for travel for this project.

Attachment G – Certification Regarding Debarment, Suspension & Other Responsibility Matters

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

- 1) Are presently not 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 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 H - 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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- 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