



# **Duluth Transit Authority**

## **REQUEST for PROPOSALS**

**FOR**

## **COMPREHENSIVE OPERATIONAL ANALYSIS**

**May 28, 2020**

**Duluth Transit Authority**

2402 W. Michigan St · Duluth, MN 55806

(218) 623-4329 fax: (218) 722-4428

email: [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com)

## Duluth Transit Authority Request for Proposals Comprehensive Operational Analysis

Notice is hereby given that the Duluth Transit Authority is seeking Proposals from qualified individuals or firms to assist in the development of a Comprehensive Operational Analysis and Service Design Recommendation Study, with scheduling support.

Sealed responses must be delivered to the DTA, 2402 West Michigan Street, Duluth, MN 55806, on or before **1:00 p.m. on Tuesday, July 7, 2020**. Specifications and submission requirements are available from the DTA and may be obtained by writing to: Procurement Manager, Duluth Transit Authority 2402 W. Michigan St., Duluth, MN 55806; or by email: [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com).

The DTA hereby notifies all respondents that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, no person will be discriminated against on the grounds of race, color, creed, national origin, gender, age or disability in consideration for an award. The DTA encourages the participation of small and disadvantaged business enterprises.

This request does not obligate the DTA to complete the work contemplated in this notice. The DTA reserves the right to accept or reject any or all responses or waive any informalities in the best interest of the DTA. All expenses incurred in responding to this notice shall be borne by the responder.

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## Section 1 General Conditions

### G-1 REQUEST FOR PROPOSALS

- a) Proposals are requested for a Comprehensive Operational Analysis for the Duluth Transit Authority, 2402 West Michigan Street, Duluth, MN 55806.
- b) Proposals shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein, which shall be considered an essential part of the Contract Documents.
- c) Proposal prices shall be good for ninety (90) days after the Proposal opening.
- d) The DTA shall not be under any obligation for payment of precontractual expenses, including expenses for preparing or submitting a Proposal in response to this request, negotiating with the DTA on any matter related to this Proposal, and/or other expenses incurred by the Proposer prior to the date of award.
- e) Proposals are due at **1:00 p.m. on Tuesday, July 7, 2020** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA will hold a **pre-proposal conference** on **Tuesday, June 16, 2020 at 10:00 a.m.** at the DTA Operations Center, 2402 West Michigan Street, Duluth, MN 55806. Those who are unable to attend in person may contact the Procurement Manager at 218-623-4329 for conference call information.
- g) The DTA intends to award the contract to the responsible Proposer as early as August 26, 2020.
- h) Throughout these specifications the words equipment, materials, and work can be interpreted as interchangeable.
- i) This project is funded in part by a grant from the Federal Transit Administration, CFDA #20.507 in the amount of \$200,000, and Section 5304 Funds by and through the Wisconsin Department of Transportation, in the amount of \$50,000.

### G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Proposals shall be with the Procurement Manager and addressed to the DTA Procurement Manager via email, [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com), or regular mail, Duluth Transit Authority, attention Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806.

### G-3 DEFINITION OF TERMS

Whenever the following terms are used in these Proposal specifications, the intent and meaning of them shall be interpreted as follows:

- a) DTA, customer, buyer, or Operator shall mean the DTA.
- b) Project Manager shall mean Chris Belden for all work performed.
- c) Manufacturer, Vendor, Proposer, Offeror, Responder, Respondent, Contractor, or Consultant shall mean that individual or firm submitting a responsive Proposal and subsequently receiving the contract award from the DTA as the consultant as detailed in these specifications.

### G-4 SUBSTITUTIONS AND OR EQUAL

- a) Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal".
- b) Consultants and /or subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written,

- documented request required by paragraph c) below. Where prior approval is called for in the specifications it means prior to Proposal opening.
- c) Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing no later than **2:00 p.m., Wednesday, June 24, 2020**. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specifications that pertain to an item under consideration. The supporting evidence for the approved equal must be submitted with the request for approval. All requests must be submitted via email (preferred) to [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) or US Mail unless otherwise approved by DTA in writing.
  - d) The replies to request under paragraph c) above will be provided in an Addendum to the RFP on **Monday, June 29, 2020** and posted on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com).
  - e) No oral explanation or interpretation will modify any of the requirements or provisions of the Contract documents. The DTA will assume NO responsibility for oral instructions or suggestions. Changes to the specifications will be made only by written addendum. Addendum will be posted on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com).

#### G-5 **SELECTION CRITERIA**

The DTA reserves the right, in the determination of the most responsive and responsible Proposer, to consider the ultimate economy of the Proposal within the guidelines of these specifications, the best interests of the DTA and such other factors as may be reasonably determined to affect the ultimate economy of the award as stipulated in the Technical Specifications.

The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking nor make a recommendation to award to the Proposer with the lowest price Proposal, if doing so would not be in the best interest of the DTA.

#### G-6 **PREPARATION OF PROPOSAL**

Proposals must be submitted on the forms attached. **Cost Proposals must be submitted in a separate sealed envelope.** All blanks in the Proposal form must be completed with ink or word processor. Proposals containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typewriter and initialing the correction in ink by the person signing the Proposal. In the event any price term is expressed by the proposer in both written and numerical form, the written representation shall govern in the event of an inconsistency.

Proposals and other documents submitted by the Proposer shall not stipulate any condition not contained in the specifications.

Each Proposal and all papers bound and attached thereto and shall be secured in a sealed envelope marked "**Comprehensive Operational Analysis**" and delivered to:

Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806.

Proposals must be received by the Proposal deadline. Time means local time in Duluth, Minnesota. Proposals received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Proposals in the best interest of the DTA.

No Proposal may be modified after submission except by written modification physically received by the DTA prior to the time set for the opening of Proposals. Modifications must be signed by the person submitting the Proposal or accompanied by an explanation as to why it is not, and must indicate that it modifies the original Proposal. Modifications shall be submitted in a securely sealed envelope marked as indicated on the Proposal Form.

**G-7 WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its Proposal at any time before the time set for the opening of the Proposals only by written notice addressed to the Proposal opening marked "WITHDRAWAL OF PROPOSAL" and physically received by the DTA prior to the time for the opening of Proposals.

**G-8 PROPOSAL DOCUMENTS**

It is the Proposer's sole responsibility to assure the receipt of all procurement documents, including addenda, pertaining to this Request for Proposals. Documents will be posted online at [www.duluthtransit.com](http://www.duluthtransit.com). In addition, Proposers may inspect and/or obtain copies of the documents at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806, during business hours.

**G-9 CONTRACT FORM AND CHANGES**

The chosen proposer, within ten (10) days after the award of the contract from the DTA shall sign the formal contract.

A sample Contract is included in this RFP. Any proposed change in this Contract shall be submitted to the DTA for its prior approval prior to submission of the Proposal. Only written change orders, amendments or addenda, signed by the Procurement Manager and/or General Manager of the DTA shall be binding upon the DTA.

**G-9 BONDING REQUIREMENTS**

No bonds are required.

**G-10 PRICE COMPLETE**

The price quoted in any Proposal submitted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the contract shall be considered included in the Proposal specifications although not directly specified or

called for in these specifications. No advantage shall be taken by the Proposer in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.

#### G-11 **DOCUMENTATION**

The Contractor shall provide a complete listing of all products used.

#### G-12 **PROTEST PROCEDURES**

Protests will only be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The General Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protest must include at least the following information:

- " Name, address, and telephone number of protestor
- " Identification of the solicitation or contract number
- " A detailed statement of the legal and factual grounds of protest including copies of relevant documents
- " A statement as to what relief is requested

All protest documents received by the General Manager shall be stamped with date and time received and logged into a protest file folder with a copy to the Master File.

#### PROTESTS BEFORE AWARD

Protests before award must be submitted within the time as specified herein. If the written protest is not received by the time specified, the evaluation process shall continue in the normal manner unless the Finance Director, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.

The protests addressing the adequacy of the Request for Proposal, including, without limitation, the pre-award procedure, the Instructions to Proposers, General Terms and Conditions, Technical Specifications and Scope of Work, must be filed at the Finance Department no later than three days before the scheduled opening date of the proposal. Thereafter, such issues are deemed waived by all interested parties.

Notice of protest and the basis therefor shall be given to all bidders or proposers. In addition, when a protest against the making of an award is received and the Finance Director determines to withhold the award pending disposition of the protest, proposers whose proposals might become eligible for award shall be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for readvertising.

When a written protest against the making of an award is received, award shall not be made until five days after the matter is resolved, unless the General Manager determines that:

- “ the items to be procured are urgently required; or
- “ delivery or performance will be unduly delayed by failure to make the award promptly;
- or
- “ failure to make prompt award will otherwise cause undue harm to DTA or the State or the Federal Government.

In the event the General Manager determines that the award is to be made during the five-day period or during the pendency of protest, he/she shall notify the FTA prior to make such award. FTA preserves the right not to participate in such procurement.

If award is made, the Finance Director shall document the file to explain the need for an award, and shall give written notice of the decision to proceed with the award to the protestor and, as appropriate, to others concerned.

### PROTESTS AFTER AWARD

Protests against award must be filed at the Finance Department within five days immediately following the award. The Finance Director shall review the protests. The contractor shall be furnished with the notice of protest and the basis therefor. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to DTA's interest, the Finance Director shall inform the contractor that DTA will not be responsible if the award is set aside and that the contractor proceeds with performance at his/her own risk.

### DECISION ON PROTEST

The General Manager shall render his/her decision in writing within 14 days from the receipt of the written protest and shall provide written notice of such decision to all interested parties.

Following an adverse decision by the General Manager, the protestor may file a protest with FTA. For details, see FTA Circular 4220.1F, as amended, which states that FTA will only review protests regarding the alleged failure of a grantee (here, the DTA) to have written protest procedures or alleged failure to follow such procedures.

### **G-13 ORGANIZATIONAL CONFLICTS OF INTEREST**

1. An organizational conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.

2. The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Finance. If, after award of this contract or task order, the Contractor discovers a conflict of interest with respect to this contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or



potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Finance as set forth below.

3. The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Finance in analyzing the situation.

4. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Finance for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Finance.

5. If the DTA's Director of Finance, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Finance will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Finance has the discretion to terminate the contract for default. No determination by the DTA's Director of Finance under this clause shall be reviewable under FAR Clause 52.233-1, Disputes Clause (May 2014), which is also incorporated by reference herein.

6. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

#### **G-14 TAXES**

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.

#### **G-15 SUBCONTRACTORS**

The Proposer shall disclose all subcontractors and their involvement in the Contract at the time of Proposal submittal. The Contractor shall insert the required Federal and State provisions in every subcontract.

#### **G-16 MINNESOTA NONDISCRIMINATION REQUIREMENTS**

In accordance with Minnesota §181.59, DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT+

The Contractor hereby agrees and shall cause this provision to be inserted in every subcontract the following:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of

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this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, or the Duluth Transit Authority, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**SIGNIFICANT DATES OF PROCUREMENT**

Date of Release	May 28, 2020	
Pre-Proposal Conference	June 9, 2020	10:00 a.m.
Requests for Changes/Clarifications	Wednesday, June 24, 2020	2:00 p.m.
Responses to Changes/Clarifications	Monday, June 29, 2020	
RFP Opening	Tuesday, July 7, 2020	1:00 p.m.

## Section 2 FEDERAL TRANSIT ADMINISTRATION

### Contract Clauses

#### **A.1 ACCESS TO RECORDS**

##### **49 U.S.C. § 5325(g)**

- a. Records Retention. The Contractor will retain, and will requires its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract; including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

#### **A.2 BONDING REQUIREMENTS**

##### **2 CFR §200.325, 31 CFR Part 223**

Does not apply to this procurement

#### **A.3 BUS TESTING**

##### **49 U.S.C. 5318(E), 49 CFR Part 665**

Does not apply to this procurement

#### **A.4 BUY AMERICA REQUIREMENTS**

##### **49 U.S.C. 5323 (J), 49 CFR Part 661**

Does not apply to this procurement

#### **A.5 CARGO PREFERENCE REQUIREMENTS**

##### **46 U.S.C. §55.05**

##### **46 C.F.R. Part 381**

Does not apply to this procurement

#### **A.6 CHARTER SERVICE**

##### **49 U.S.C.5323(d) and (r)**

##### **49 C.F.R. Part 604**

Does not apply to this procurement

#### **A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

##### **49 U.S.C §§7401-7671q**

##### **33 U.S.C §§1251-1387**

##### **2 C.F.R. Part 200, Appendix II (G)**

The Contractor agrees:

1. It will not use any violating facilities
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA List of Violating Facilities;+
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§7401-7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387.)

#### **A.8 CIVIL RIGHTS LAWS AND REGULATIONS**

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**Civil Rights and Equal Opportunity**

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

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. Chapter 60, and Executive Order No. 11246, Equal Employment Opportunity in Federal Employment, September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Ex Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, Age Discrimination in Employment Act, 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 *et. Seq.*, U.S. Health and Human Services regulations, Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.*, and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
49 CFR Part 26**

It is the policy of the Duluth Transit Authority and the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBEs), as defined herein and in the Federal regulations published at 49 C.F.R. Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Duluth Transit Authority to:

1. ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Duluth Transit Authority

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shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Duluth Transit Authority may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror/s documented history of non-compliance with DBE requirements on previous contracts with the Duluth Transit Authority.

**Contractor Assurance**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Duluth Transit Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

**DBE Participation**

For purposes of this Contract, the Duluth Transit Authority will only accept DBEs who are:

1. Certified at the time of the bid opening or proposal evaluation by the Unified Certification Program; or
2. An out of state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Duluth Transit Authority.

DBE Participation Goal

There is no DBE participation goal for this Contract.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Duluth Transit Authority or in accordance with state statutes, whichever is more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

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

**A.10 EMPLOYEE PROTECTIONS**

49 U.S.C. §5333(a), 40 U.S.C. §§3141-3148

29 C.F.R. Part 5, 18 U.S.C. §874

29 C.F.R. Part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. Part 1926

**Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

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The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**A.11 ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.

49 CFR Part 622, Subpart C

**Energy Conservation** . The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**A.12 FLY AMERICA**

49 U.S.C. §40118, 41 C.F.R. Part 301-10

48 C.F.R. Part 47.4

Does not apply to this procurement

**A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213

2 C.F.R. Part 200, Appendix II (I)

Executive Order 12549, Executive Order 12689

**Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

**Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

**Clause Language**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

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

The certification in this clause is a material representation of fact relied upon by the Duluth Transit Authority. If it is later determined by the Duluth Transit Authority that the bidder or proposer knowingly rendered an erroneous

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

**A. 14 LOBBYING RESTRICTIONS  
31 U.S.C. 1352, 2 CFR §200.450  
2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20**

**Lobbying Restrictions**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, %Disclosure Form to Report Lobbying,+in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

End of Section

**A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

**A.16 PATENT RIGHTS AND RIGHTS IN DATA  
2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401  
Does not apply to this procurement**

**A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

49 U.S.C. 5323 (m), 49 C.F.R. Part 663  
Does not apply to this procurement

**A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812  
18 U.S.C. § 1001, 49 C.F.R. part 31

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The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

49 U.S.C. § 5333(b) (%3(c)+), 29 C.F.R. part 215  
Does not apply to this procurement

**A.20 RECYCLED PRODUCTS**

42 U.S.C. § 6962 , 40 C.F.R. part 247  
2 C.F.R. part § 200.322  
Does not apply to this procurement

**A.21 SAFE OPERATION OF MOTOR VEHICLES**

23 U.S.C. part 402, Executive Order No. 13043  
Executive Order No. 13513, U.S. DOT Order No. 3902.10

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms %company-owned+and %company-leased+refer to vehicles owned or leased either by the Contractor or the Duluth Transit Authority.

**Distracted Driving**

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

**A.22 SCHOOL BUS OPERATIONS**

49 U.S.C. 5323(f), 49 C.F.R. part 605  
Does not apply to this procurement

**A.23 SEISMIC SAFETY**

42 U.S.C. 7701 *et seq.*, 49 C.F.R. part 41  
Executive Order (E.O.) 12699  
Does not apply to this procurement

**A.24 SUBSTANCE ABUSE REQUIREMENTS**

49 U.S.C. § 5331, 49 C.F.R. part 655  
49 C.F.R. part 40  
Does not apply to this contract

**A.25 TERMINATION**



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2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

**Termination for Convenience (General Provision)**

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

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

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

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

**Opportunity to Cure (General Provision)**

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

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

**Waiver of Remedies for any Breach**

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

**Termination for Default (Supplies and Service)**

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

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

**A.26 VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

**Rights and Remedies of the Duluth Transit Authority**

The Duluth Transit Authority shall have the following rights in the event that the Duluth Transit Authority deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;

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2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

**Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Duluth Transit Authority, the Contractor expressly agrees that no default, act or omission of the Duluth Transit Authority shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Duluth Transit Authority directs Contractor to do so) or to suspend or abandon performance.

**Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Duluth Transit Authority will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Duluth Transit Authority takes action contemplated herein, the Duluth Transit Authority will provide the Contractor with sixty (60) days written notice that the Duluth Transit Authority considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**Disputes**

~ **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Duluth Transit Authority's Procurement Manager. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Duluth Transit Authority General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

~ **Example 2:** The Duluth Transit Authority and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Duluth Transit Authority and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Duluth Transit Authority acted in an arbitrary, capricious or grossly erroneous manner.

## **DULUTH TRANSIT AUTHORITY**

**CONTRACT EXAMPLE FOR**

# **Comprehensive Operational Analysis**

**May 28, 2020**

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**CONTRACT FOR PROFESSIONAL SERVICES** (example for RFP)

THIS CONTRACT, by and between the Duluth Transit Authority, an authority of the City of Duluth, Minnesota, located at 2402 West Michigan Street, Duluth, MN 55806, hereinafter referred to as %DTA+, and \_\_\_\_\_, (~~+Consultant+~~), a \_\_\_\_\_ corporation located at \_\_\_\_\_.

WHEREAS, the DTA desires to utilize Consultant's professional services for Comprehensive Operational Analysis services; and

WHEREAS, Consultant has represented that it is qualified and willing to perform these services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

Article I. Contract Documents

The Contract Documents in priority order consist of Federal Transit Administration Contract Clauses, this Contract, Request for Proposal 052-20-2 dated May 28, 2020, General, Special and Technical Specifications, all addenda issued prior to and all modifications issued after execution of this Contract, Consultant's Proposal dated \_\_\_\_\_, 2020 (the %Proposal+), including executed Required Certificates, all as fully a part of the Contract and as if attached to this Contract or repeated herein.

Article II. Professional Fees and Payment

In consideration of the provision of the services referenced in Article I above in an acceptable manner, the DTA hereby agrees to reimburse Consultant for said services as set for on Exhibit A attached hereto and made a part hereof. Consultant shall invoice the DTA for services provided and/or services and equipment purchased based on actual and allowable costs for each Task completed. Costs for Tasks performed in Superior must be invoiced separately. Requests for reimbursements shall be made no more frequently than monthly and shall be accompanied by supporting documentation providing evidence of hours worked and associated hourly rates as set forth in Exhibit A, as well as any documentation of actual costs incurred and paid by Consultant in performing the services hereunder, and such other documentation as the DTA shall reasonably request.

A final invoice will be submitted by the Consultant within thirty (30) days of project completion or termination of this Contract. Upon receipt of said request and the appropriate documentation, the DTA shall promptly reimburse Consultant for the approved expenses in the amounts set forth in Exhibit A. Funding for this project is provided by a grant from the Federal Transit Administration. The DTA will not be held liable for any damages incurred due to changes in state or federal funding, including, but not limited to, a reduction or cancellation of the project.

Article III. Assignability

Consultant shall not assign or transfer any of its rights or interests under this Contract in any way whatsoever, without the prior written consent of the DTA's General Manager.

Article IV. Term

This Contract shall be effective upon ~~Notice to Proceed~~ from the DTA, and shall remain in effect until September 30, 2021 unless otherwise terminated as provided herein.

Article V. Standard of Performance

Consultant agrees that all services to be provided to the DTA pursuant to this Contract shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

Article VI. Reports and Inspection

A. Establishment and Maintenance of Records

Records shall be maintained by the Consultant in accordance with the requirements prescribed by the DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Contract.

B. Documentation of Costs.

Consultant will ensure that all costs shall be supported by properly executed payrolls, time reports, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information.

Consultant shall be responsible for furnishing to the DTA, records, data and information as the DTA may require pertaining to matters covered by this Contract.

D. Audits and Inspection.

Consultant shall ensure that at any time during normal business hours and as often as the DTA may deem necessary, there shall be made available to the DTA for examination, all of its records with respect to all matters covered by this Contract. Consultant will also permit the DTA to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

**E. Confidentiality of Information.**

Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Consultant. If Consultant receives a request to release the data referred to in this clause, Consultant must immediately notify the DTA General Manager and consult with the DTA as to how Consultant should respond to the request. Consultant's response to the request must comply with applicable law.

**F. Ownership of Data**

All notes, reports, design plans, specifications, special studies, records and other data prepared under this Contract shall become the property of the DTA when prepared, and shall be delivered to the DTA General Manager upon completion or termination of the service of Consultant or at such earlier time as requested by the DTA.

**Article VII. Independent Contractor**

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of the DTA for any purpose or in any manner whatsoever. Consultant and any officers or employees thereof shall not be considered an employee of the DTA, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against the DTA, its officers, agents, contractors and employees shall in no way be the responsibility of the DTA. Consultant and its officers, agents, contractors and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, DTA shall not, in any way, be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of the intentional or negligent acts or omissions of Consultant while performing the work specified by this Contract.

**Article VIII. Subcontractors**

**A. Disclosure.** Consultant shall disclose all subcontractors it desires to perform work under this Contract at the time of execution of this Agreement. Thereafter Consultant shall promptly report any desired changes to the subcontractors of any tier in accordance with FTA requirements. Such changes shall also require the prior written approval of the DTA General Manager. Consultant shall

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insert the required Federal and State provisions into every subcontract of any tier in accordance with FTA requirements.

B. Prompt Payment to Subcontractors. Consultant shall pay any subcontractor or material supplier within ten (10) days of receipt by the party responsible for payment of payment of undisputed services provided by the party requesting payment.

Article IX. Indemnity and Insurance

A. Indemnity. The Consultant shall defend, indemnify and save harmless, the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation from all costs, charges, damages and loss of any kind that may grow out of the matters covered by this Contract. Said obligation does not include indemnification of the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation for claims of liability arising out of the sole negligent or intentional acts or omissions of the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation, but shall include, but be limited to, the obligation to defend, indemnify and save harmless the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation which are derivative of the negligence or intentional acts or omissions of Contractor, such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Agreement and to the work to be done and things to be supplied hereunder.

B. Insurance. During the term of this Contract, Consultant shall provide General Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and shall be with a company approved by the DTA; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, Automobile Liability and Contractual Liability. Consultant shall also provide Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit, provided further that in the event the professional malpractice insurance is in the form of claims made insurance, thirty days notice prior to any cancellation or modification shall be required, and in such event, Consultant agrees to provide the DTA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation, or in the alternative, to purchase at its cost, extended coverage under the old policy for the period of the statute of repose runs; the protection to be provided by said claims made insurance shall remain in place until the running of the statute of repose for claims related to this Contract.

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C. The Duluth Transit Authority, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation shall be named as an Additional Insured under the General Liability, Excess Umbrella Liability (An Umbrella policy with a following form+provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management of Duluth, First Transit, Inc., and the Department of Transportation as an additional insured) and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming itself, the Duluth Transit Authority, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation as additional insured. Consultant shall also provide evidence of Statutory Minnesota Workers Compensation Insurance if applicable. Consultant to provide certificate of insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

D. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the DTA without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to the DTA will render any such change or changes in said policy or coverages ineffective as against the DTA, ATE Management of Duluth, First Transit, Inc. and the Wisconsin Department of Transportation.

E. The DTA shall be entitled to copies of all insurance policies or certificates of insurance required by the Agreement evidencing that the DTA, ATE Management of Duluth, First Transit, Inc., and the Wisconsin Department of Transportation are so protected.

Article X. Civil Rights Assurances

Consultant, for itself and its officers, agents, servants and employees as part of this consideration of this Contract, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Contract.
- B. That all activities to be conducted pursuant to this Contract shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

Article XI. Rules and Regulations



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Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, the City of Duluth, and the DTA and their respective agencies which are applicable to its activities under this Contract.

Article XII. Notices

Telephone calls may be used to expedite communications, but shall not be official communication unless confirmed in writing. Notice to the DTA or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

Duluth Transit Authority  
General Manager  
2402 West Michigan Street  
Duluth, MN 55806

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article XIII. Waiver

Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

Article XIV. Applicable Law

This Contract, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.

Article XV. Severability

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

Article XVI. No Third Party Rights

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Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract.

Article XVII. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Contract shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**Duluth Transit Authority**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attest \_\_\_\_\_

Title: \_\_\_\_\_

Dated \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

And By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

# **PROPOSAL SHEETS**

## **Comprehensive Operational Analysis**

May 28, 2020

**Section 4 FORMAL PROPOSAL SHEET**

NOTE: All Proposals must be written, signed and transmitted in a sealed envelope, plainly marked with Proposal number, subject matter and opening date. Cost Proposals must be in a separate, sealed envelope plainly marked with the Proposal number, subject matter and opening date.

**PROPOSAL GUARANTEE REQUIREMENTS: Not Required.**

Tax: Federal Excise Tax Exemption Account No. 41740056K; The DTA is State and City Tax Exempted.

Proposals must include the following:

- 1. An all-inclusive cost for each Task as specified herein:

Task 1	\$ _____
Task 2	\$ _____
Task 3	\$ _____
Task 4	\$ _____
Task 5	\$ _____
Task 6	\$ _____
Task 7	\$ _____
Subtotal	\$ _____

Optional, Run cutting per Task 7, Subtask 5: \$ \_\_\_\_\_

- 2. A schedule of hourly rates for each discipline proposed to accomplish the work in the Technical Specifications.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Recd \_\_\_\_\_

Addendum Acknowledgment  
Number Date

CITY STATE ZIP CODE

By: \_\_\_\_\_  
(PRINT NAME) TITLE

PHONE NO. \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

1. **Proof of Responsibility Statement**

The Duluth Transit Authority requires anyone submitting a bid or proposal to complete a sworn statement consisting of information relating to their capacity to complete the work requested, including financial stability, equipment, experience in the work prescribed, etc. If the Duluth Transit Authority is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information. Attach separate sheets as necessary.

Statement of Bidder Qualifications and Responsibility

- 1. Name of Bidder or Proposer: \_\_\_\_\_
- 2. Address: \_\_\_\_\_
- 3. Legal form of company (partnership, corporation, joint venture, etc.) \_\_\_\_\_ (If a joint venture, identify the members of the joint venture and provide all information required in this section for each member.)
- 4. When Organized: \_\_\_\_\_
- 5. Where Incorporated (as applicable): \_\_\_\_\_
- 6. How many years has the firm or organization been engaged in the contracting business under the present firm name? \_\_\_\_\_

Questions 7-13: If the answer is ~~Yes~~ please provide details in a separate attachment.

- 7. Have you ever failed to complete any work awarded to you? No\_\_\_ Yes\_\_\_
- 8. Have you ever defaulted on a contract? No\_\_\_ Yes\_\_\_
- 9. Have you ever been sued for services you provided? No\_\_\_ Yes\_\_\_
- 10. Has your firm been charged with or convicted of, a violation of a wage schedule?  
No\_\_\_ Yes\_\_\_
- 11. Does your organization possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform? No\_\_\_ Yes\_\_\_
- 12. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years? No\_\_\_ Yes\_\_\_
- 13. Is your firm or organization a part of a multi-entity corporation, a wholly-owned subsidiary, or more than 51% owned by another firm or organization? No\_\_\_ Yes\_\_\_ If yes, provide documentation on the parent organization, audited statements of financial standing, working capital financing, authorization to enter into contracts, and other proof of responsibility.
- 14. Does your firm have experience in similar type of projects or work, and have sufficient equipment, personnel, expertise, and financial reserves to perform the work successfully? No\_\_\_ Yes\_\_\_ (If no, please explain on a separate sheet. If yes, please provide the names and contact information of three (3) references.)
- 15. Has your firm or organization been a debtor in a bankruptcy proceeding in the last ten years?  
No\_\_\_ Yes\_\_\_ If yes, on a separate sheet of paper titled ~~%Bankruptcy Information+~~, state date, court of jurisdiction, amount of liabilities and amount of assets.
- 16. List the average range of annual gross receipts of the firm or organization for the past three years:  

___ Less than \$500,000	___ \$500,000 to \$1 million
___ between \$1 million and \$5 million	___ between \$5 million and \$10 million
___ between \$10 million and \$15 million	___ above \$15 million
- 17. Identify any conditions (e.g., pending litigation, planned office closures, impending merger, etc.) that may impede the proposed firm or organization's ability to complete the work.

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18. Please provide a Proof of Responsibility Statement for each subcontractor or supplier providing goods or services in excess of fifty thousand dollars (\$50,000.00) listed in the bid or proposal.

**Warranty:**

The Contractor,

- (i) if it is a corporation, is duly incorporated, organized, validly existing and in good standing as a corporation under of the laws of the jurisdiction of its incorporation;
- (ii) if it is a partnership, non-profit organization, individual or sole proprietorship, is duly organized and validly existing under the laws of the jurisdiction in which it was organized;
- (iii) is duly qualified and in good standing under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and
- (iv) has the power and legal right to conduct the business in which it is currently engaged and
- (v) attests that the execution, delivery and performance of the Contract does not and will not violate any provision of any applicable existing law, regulation or of any order, judgment, award or decree of any court or government applicable to the Contractor or the charter or by-laws of the Contractor or any mortgage, indenture, or other obligation.

Signed:

\_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_

**2. Small or Disadvantaged Business Enterprise, Veteran-owned Business (including Service Disabled Veteran Business Enterprises)**

- 1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA? No\_\_\_\_ Yes\_\_\_\_ (If yes, please provide a copy of the registration.)
- 2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

No \_\_\_\_ Yes\_\_\_\_ (If yes, please provide details and copies of the applicable registration or certification.)

The Contractor agrees to take all necessary steps to ensure that DBEs have the opportunity to compete for and perform work under this Contract.

The Contractor or Subcontractor shall not discriminate on basis of race, color, national origin or gender in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the DTA deems appropriate.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_

Title \_\_\_\_\_

**3. Subcontractors and Suppliers Listing**

List each subcontractor and/or supplier included in the bid or proposal. Include a Proof of Responsibility Statement for each subcontractor (of any tier) or supplier proposing to provide services or goods in excess of fifty thousand dollars (\$50,000. 00.) Subcontractors or Suppliers that are registered or certified S/DBEs must provide proof and the name of the certifying agency **prior to commencing work.**

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Changes to this list must be in writing and approved by the Duluth Transit Authority **prior to the commencement of subcontractor or supplier's work.**

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_



**Section 5**

**REQUIRED CERTIFICATES**

**A. AFFIDAVIT OF NONCOLUSION**

Certificate

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

- 1. That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation, have authority to sign on its behalf (if the proposer is a corporation);
- 1. That the attached Proposal or Proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to Proposal, designed to limit independent proposing or competition;
- 3. That the contents of the Proposal or Proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the Proposal or Proposals, and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
- 4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Additionally;

The \_\_\_\_\_ hereby certifies it is /is not (circle one)  
Company Name

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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Certificate B. **DEBARRED BIDDERS**

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

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

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

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_

**Certificate C    Lobbying Restrictions**

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

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

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

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

**Certificate D. COMPLIANCE WITH SPECIFICATIONS**

The proposer hereby states that it will comply with the technical specifications issued by the Duluth Transit Authority in all areas except those where approved equals were granted by the purchaser (s).

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

## Certificate E

The respondent hereby states that it has read and will comply the DTA's Vendor Code of Ethics and Organizational Conflict of Interest (both on the DTA website) as well as the applicable Federal Clauses and Requirements contained herein.

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

# **TECHNICAL SPECIFICATIONS**

FOR

# **Comprehensive Operational Analysis**

**May 28, 2020**

## Section 6 TECHNICAL SPECIFICATIONS

### DTA - Comprehensive Operational Analysis, Service Design Recommendation Study & Transit Scheduling Support

The Duluth Transit Authority (DTA) is seeking proposals from qualified individuals or firms to assist in the development of a Comprehensive Operational Analysis & Service Design Recommendations Study, with scheduling support. This plan will include but not be limited to: a comprehensive operational transit system performance analysis of the DTA's current fixed route system in Minnesota and Wisconsin, a market analysis of existing and potential transit customer markets, scheduling of recommended service design, and a focus on future service delivery and impacts.

**Project Overview:** The Duluth Transit Authority is soliciting Proposals to assist in the development of a Comprehensive Operational Analysis & Service Design Recommendations Study, with scheduling support. In 2017, the Duluth Transit Authority (DTA) completed a Transit Development Plan, which evaluated the current and long-range transportation needs of the community and how the existing transit system can meet those needs. The purpose of this project is to conduct a comprehensive transit service performance analysis of the DTA's current fixed route systems with a major component being the service delivery recommendations. The performance analysis can and should utilize as much data as needed and relevant from the 2017 TDP, as well as older plans. The result of the study will be an implementable service plan with changes to routing and scheduling as needed for the DTA to provide a safe, convenient, efficient and affordable transit service that better meets current and potential customers' needs.

The DTA operates public transportation within the Duluth, MN . Superior, WI metropolitan area. The DTA has a fixed route fleet of 75 buses (including 7 electric and 3 rubber-wheeled trolleys) and 12 paratransit vehicles. The DTA has annual ridership of about 2.7 million and operates 35 routes. The population of the metropolitan area is about 120,000. The current fixed-route system consists of many route pattern variations, complex interlining, and a mostly radial network that connects at a new transit center in downtown Duluth (2016). Service hours of operation are M-F | 4:26AM . 1:35AM; SAT | 6:09AM . 1:35AM; SUN | 7:01AM . 10:50PM.

#### **Study Goals:**

1. Increase ridership on DTA Fixed Route Service.
2. Develop a schedule that best meets riders needs and is easily understandable.
3. Improved system efficiency and frequency.
4. Identification of at least two service scenarios that are fiscally constrained, with the assumption a third preferred alternative scenario will be the final service recommendation.
5. Design a tiered system with the focus being on a high frequency spine that can scale to a BRT lite/Hybrid type of service.
6. Emphasis on Downtown Duluth, University of Minnesota Duluth (UMD), and Miller Hill Mall area timing, transfers, and circulation.

7. Define service expansion improvements and costs to provide additional services.
8. Establish performance measures to evaluate service.

### Study Area:

The study area is the DTA's entire service area. DTA route timetables and maps are available at <https://www.duluthtransit.com/home/getting-there/routes-schedules/>. GTFS feeds are also available at <https://www.duluthtransit.com/home/doing-business/developer-resources/>

### General Information for Responders:

1. Purpose: This request for proposal (RFP) is to solicit qualified, experienced Consultants to prepare and submit proposals for consideration by the Duluth Transit Authority to satisfy the need for professional services pertaining to the development and implementation of a transit plan for the DTA's Service Area.
2. Issuing Office: The Duluth Transit Authority issues this RFP.
3. Scope: This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each Proposal. Refer to summary of materials attachment.
4. Type of Contract: The DTA has determined that the cost of this Contract should not exceed \$250,000 or the total project which includes local work tasks. Negotiations may be undertaken with Respondents whose Proposals (as to price and other factors) show them to be qualified, responsible and capable of performing the work.
5. Funds for this project are provided by a grant from the Federal Transit Administration, and the Wisconsin Department of Transportation (Wis DOT). Tasks and work performed in Wisconsin must be invoiced separately to ensure a correct allocation of expenses to the Wis DOT grant. Payment requests that are not separated will be rejected.
6. Rejection of Proposals: This RFP does not obligate the DTA to award a Contract or complete the project, and the DTA reserves the right to cancel the solicitation if it is considered to be in its best interest.
7. Incurring Costs: The DTA is not liable for any cost incurred by Responders prior to final execution of a Contract.
8. Addendum to RFP: Changes to the specifications will only be made by written addendum. Addenda will be posted on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com). It is the Respondent's responsibility to obtain all documents available for this procurement.



9. Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise, unambiguous description of the Responder's ability to meet the requirements of RFP. One unbound hardcopy of the Proposal, along with one electronic copy on a USB flash drive is requested. Proposals are limited to twenty-five pages plus proposal sheet and required certificates.
10. Oral Presentation: Responders who submit Proposals may be required to make an oral presentation on their Proposal to the DTA. Such presentations provide an opportunity for the Responder to clarify the Proposal to ensure thorough mutual understanding. The Issuing Office will schedule any required presentations.
11. Prime Consultant Responsibilities: The successful Consultant will be required to assume responsibility for all services offered in the Proposal whether or not they are produced directly by the Consultant or through subcontractors. Further, the DTA will consider the successful Consultant to be the sole point of contact with regard to contractual matters and retains the right to approve/disapprove all proposed subcontractors.
12. Disposition of Responses: All materials submitted in response to this RFP will become property of the DTA and will become public record after an evaluation process is completed and an award decision made. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, the Proposer must:  
  
Clearly mark all trade secret materials in its response at the time the response is submitted. Include a statement justifying the trade secret designation for each item; and  
  
Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the DTA, its agents and employees, from any judgments or damages awarded against the DTA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the DTA's award of a Contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the DTA. The DTA is required to keep all the basic documents related to its Contracts, including responses to RFP's for a minimum of six years. The DTA will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Responses to this RFP will not be open for public review until the DTA decides to pursue a Contract and that Contract is awarded.
13. Conflicts of Interest: The Proposer must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.
14. Project Management: The DTA will provide one project manager, DTA Director of Planning, Chris Belden, who will provide ongoing project monitoring and will serve as the Consultant's liaison with the DTA. Additionally, there will be a Technical Advisory Group working with the entire study.

15. News Release: News releases pertaining to this project will not be made without prior approval from the Project Manager.

### **Scope of Work:**

The DTA is the primary public transit provider in the Duluth Superior Metropolitan Area and is interested in retaining a qualified individual, firm, or team of firms for the purpose of completing a Comprehensive Operational Analysis (COA) with the assistance of the DTA and the Duluth-Superior Metropolitan Interstate Council (MIC). The individual, firm, or team of firms must have extensive experience and expertise in the areas of transit service/operations planning, conducting performance data analysis, designing transit routes/networks, allocation of resources, and scheduling of transit service.

The following will be considered the minimum scope of work:

#### **Task 1: Study Management**

The Consultant will work with DTA and its designees to develop the study management program. The Consultant will submit a detailed work program and schedule showing key milestones. The management program will define project roles, staff assignments, meeting dates, due dates, and formats for deliverables.

The Consultant will report to the DTA Study Committee and will coordinate Task work with agencies and individuals designated by DTA. The Consultant will provide a Project Manager who will serve as the main point of contact, attend meetings and be responsible for the timely delivery and professional quality of all products. No changes will be permitted to the Project Manager or key personnel noted in the Respondent's submittal without advance approval of the DTA Project Manager.

#### **Task 2: General Stakeholder Involvement**

The Consultant will direct stakeholder involvement activities to ensure that study progress and recommendations are reported to DTA Study Committee members, transit customers, major employers and businesses, municipalities and regional and state agencies.

This task includes one introductory briefing with the DTA Study Committee and up to two (2) additional briefings to the Committee. In addition, this task includes DTA Bus Operator involvement and two (2) meetings with stakeholders designated by DTA and/or the general public.

The Consultant will identify and coordinate with DTA and its designees on public input into the study process which should include multiple conduits for public input, including, but not limited to opportunities that do not require attendance at public meetings. Public meetings should be on the same day as Study Committee meetings for efficiency.

#### **Task 3: Survey of Riders and Non-Riders**

The DTA will create a survey tool to conduct on-board and online surveys of current riders, as well as those who do not currently ride the bus. The DTA will administer the survey and promote it. Surveys will gather data on: trip origins and destinations; public opinions about safety, reliability, current service and customer service; barriers to using the bus; improvements; demographics; and more.

The DTA and its partners will:

- Create the survey tools and formulate the questions.
- Conduct on-board and online surveys of current riders, as well as those who do not currently ride the bus.
- Administer the survey to the community.
- Surveys will gather data on: trip origins and destinations; public opinions about safety, reliability, current service and customer service; barriers to using the bus; improvements; demographics; and more.
- Analyze data from the surveys and summarize.

The Consultant will:

- Review and make suggestions on the draft of the survey tools.
- Provide input as needed.
- Provide additional review, make suggestions, and analyze the results of the survey.

**Task 4: Existing Conditions and Analysis of Services and Customer Markets**

The Consultant will document and analyze existing conditions of DTA's fixed routes services and customer markets. Data from the 2017 TDP will be utilized as a supplement to more current data. **DTA staff will provide the raw data to be used in Task 4.1.** The Consultant will produce a draft and final report that addresses the following topics:

Task 4.1: Technical Data Gathering and Analysis

Task 4.2: Demographic Data and Analysis of Transit Customer Markets

All work completed as a part of this Task must be approved by DTA prior to the commencement of subsequent Tasks identified as part of this study. The report should present information in an easy-to read format. *The Consultant's Proposal should discuss and demonstrate how geographic information systems (GIS) mapping will be used for analysis.*

**Task 4.1: Technical Data Gathering and Analysis**

The report should describe DTA's fixed route system. The report should summarize relevant information for these areas including, but not limited to:

- Vehicle fleet composition
- Current roster levels
- Operating policies
- Regional connectivity
- Multi-modal connectivity
- Hubs and Park & Riders and their effectiveness

The report shall describe each DTA route and list performance metrics for evaluating the relative productivity of each, including but not limited to:

- Ridership (annual, monthly, daily, average weekday, and by time of day)
- Mileage (revenue and deadhead)
- Operating hours (revenue and deadhead)
- Passengers per revenue hour and mile
- Principal passenger origins and destinations
- On time performance

- Average speeds and running times
- Headways (service frequency) by time period (i.e. peak, midday, nights and weekends)
- Vehicle load factors, including overloads
- Connections with other bus routes and travel modes
- Route interlines
- Environmental justice population(s) served
- Major commercial and housing developments served
- Future development projects likely to affect transit demand and operational requirements
- Customer complaints

The report should describe segmented corridors and evaluate the relative productivity of service to and within each, including but not limited to:

- Ridership (annual, monthly, daily, average weekday, and by time of day)
- Distance
- Average speeds and running times
- Headways
- Span of Service
- Routes

The report should describe the areas of Downtown Duluth, Miller Hill Mall, and UMD and evaluate the relative productivity of service to and within each, including but not limited to:

- Ridership (annual, monthly, daily, average weekday, and by time of day)
- Routes
- Headways
- Span of Service
- Issues with routing, safety, delay, and pedestrian network
- Passenger amenities and other characteristics
- Future development projects likely to affect transit demand and operational requirements

DTA will make available to the Consultant relevant and sufficient farebox, ridership and scheduling data. Fareboxes and electronic registering equipment for buses are manufactured by GFI, with data processing using GFI GenFare software. Available data includes individual transaction data by run, day, time, and other attributes. Schedule and route information will also be available from DTA's Trapeze computerized scheduling system and/or Remix Planning software. DTA will also make available to the Consultant available information from the automated vehicle location (AVL) system and the automatic passenger counters (APC). AVL information will include on-time performance, and other typical metrics in individual and prepackaged report formats offered by Trapeze software. The Consultant should offer revised and/or additional standards and policies for DTA's use of the AVL data and system.

The DTA will also supply a peer comparison report to be included in the report.

**Task 4.2: Demographic Data and Analysis of Transit Customer Markets**

The Consultant will present summary demographic and related information about the existing transit customer market in the region. The Consultant should also provide an assessment of non-transit users who live and/or work in the DTA service area to help identify potential new transit riders. Information may include, but is not limited to:

- General population density of DTA service area(s)
- Demographic characteristics associated with transit dependency, including income, auto ownership, homeowner/renter, ambulatory difficulty, and age cohorts
- Demographic characteristics to identify potential "choice" riders, including personal income, auto ownership, homeowner/renter, and proximity to bus stop
- Density of existing and potential transit customers along fixed routes and within walking distance of bus stops
- Concentrations of jobs, employers and major institutions along fixed routes and outside of fixed route catchment areas
- Existing park and ride lot locations and utilization
- Describe the elasticity for different customer types

The Consultant should use current and relevant data sources including data generated through Tasks required by this study. Some potential data sources may include the most recent block level data from American Community Survey and U.S. Census; other relevant data from the U.S. Department of Transportation, Minnesota Department of Transportation; any new surveys that may be performed as part of this study; surveys and other relevant transit planning information produced by the Duluth-Superior Metropolitan Interstate Council (MIC) and other local agencies.

**Task 5: Alternatives Criteria, Alternatives Development, Financial Analysis, and Service Delivery Guidelines.**

Upon DTA's approval of Task 4.1 . 4.2, the Consultant will begin Task 5, which will consist of the following subtasks:

- Task 5.1: Alternatives Criteria
- Task 5.2: Development of service alternatives
- Task 5.3: Production of a financial analysis
- Task 5.4: Minimum Service Delivery Guidelines

**Task 5.1: Alternatives Criteria**

Based on identified goals and objectives, the Consultant should present recommended criteria for developing service improvements. Criteria shall be discussed and agreed upon with the DTA Study Committee before alternatives are created. Criteria addressing equity and limiting negative impacts to most dependent riders are very important to the DTA.

**Task 5.2: Alternatives**

The Consultant should present alternatives for service delivery that improve operational efficiency of the DTA transit system and provide more frequent service where warranted. Focus should be on a tiered system approach with emphasis on the high frequency/high ridership routes. Alternatives should include information and analysis on relevant trends in

transit operations, especially among peer transit agencies. The DTA will prepare a list of peer transit agencies and a peer comparison report.

The Consultant should develop and present at least two (2) service improvement alternative scenarios. The alternatives should communicate:

- 1) Tradeoffs of each scenario
- 2) Title VI implications and Environmental Justice populations served
- 3) Efficiencies and frequencies gained
- 4) Travel time impacts
- 5) Improved community connectivity
- 6) Estimated costs . Split by Minnesota and Wisconsin service areas

The alternatives should be packaged as menus of individual options that may be implemented together, in combination or in phases. Scenarios shall be based off current DTA budgets. Service expansion options should also be presented for routes that would not fit within the cost constrained budget. Service expansion projects should show specific routing options that can be applied for with future funding opportunities. Those routes should be ranked and highlight key data needed to implement. The Consultant must also present a "No Action" alternative to serve as a baseline for comparison.

Alternatives should include short term (main system service model) and moderate to long term (3-6 year) implementation recommendations. Alternatives should include detailed financial assessments to estimate associated costs and savings. Maps and generalized timetables of proposed route alternatives should be provided.

#### Task 5.3: Financial Analysis

The Consultant should produce a financial analysis of the alternatives presented that includes:

- Total fixed route operating costs
- Operating costs by route
- Cost per rider
- Cost per mile
- Farebox revenue projections for each route
- All work conducted under this Task must be approved by DTA prior to the commencement of subsequent Tasks of this study

#### Task 5.4: Minimum Service Delivery Guidelines

Finally, the Consultant should develop a set of minimum service delivery guidelines by which services should be monitored. Guidelines could be used from the 2017 TDP or altered if needed. These guidelines would include key principles to follow and be used to identify underperforming routes, specific routing(s) and/or stops served, etc. These benchmarks would help inform staff, the public and the DTA Board on route efficiencies and help determine appropriate action, such as route alterations, trip eliminations, or entire route eliminations, if/when warranted. Guidelines may include such items as:

- Ridership (annual, monthly, daily, by time of day, and estimated unique riders)
- Passengers per revenue hour
- Principal passenger origins and destinations
- On time performance

- Headways (service frequency) by time period (i.e. peak, midday, nights and weekends)
- Vehicle load factors, including overloads
- Connections with other bus routes and travel modes
- Environmental justice population(s) served
- Major commercial and housing developments served
- Future development projects likely to affect transit demand and operational requirements

**Task 6: Stakeholder Input and Recommended Program for Improved System Efficiency**

Upon DTA's approval of earlier tasks, the Consultant will work with DTA to obtain meaningful feedback from stakeholders including the public on the recommendations and develop a recommended program. This will be accomplished through the following two subtasks:

Task 6.1: Engage stakeholders and general public to obtain input on the alternatives

Task 6.2: Produce a Recommended Program

**Task 6.1: Stakeholder Feedback**

As part of this Task, the Consultant will present the recommendations and associated financial analysis to stakeholders as designated by DTA, and/or the general public. A concise matrix comparing the benefits and costs of the recommended groups of alternatives, as well as the no-action alternative must be provided.

**Task 6.2: Recommended Program for Improved System Efficiency**

The Consultant will synthesize the input received during Task 6.1 with the information and analyses produced during earlier tasks to produce a Recommended Program. Once input is synthesized, development of the Recommended Program should begin. The basis for the recommended program should be clearly stated (i.e., relationship to evaluation criteria). The recommended program should discuss implementation strategies and considerations and include a work plan for short term implementation. Lastly, the Consultant will be expected to present the final completed Study to the DTA Board of Directors.

**Task 7: Implementation Assistance and Scheduling**

Upon DTA's approval of earlier Tasks, the Consultant, with assistance from the DTA, will begin

implementation of the approved program of recommendations. The Consultant will assist in the implementation of the study's cost-neutral, short-term recommendations/service plan with the scheduling component as defined below. The Consultant must runcut the vehicle blocks with a goal to minimizing deadheads, a goal of 15% (10% min, 20% max) recovery for Runs (7.0hrs to 9.5hrs), 5% to 10% recovery for trippers (2hrs to 3hrs), 10% to 15% recovery for trippers (3hrs to 5.5hrs) and zero for trippers 5.5hrs to 7.0hrs. Must maintain >60% straight run to 2 piece runs. Scheduling should consider capacity at the Downtown Transit Center, optimizing transfers, shift changes, and layover capacities.

The implementation assistance will include:

***Subtask 1: Project Management***

Upon Notice to Proceed, the Consultant will meet with designated DTA staff to review project Tasks and schedule. The Consultant will also use this time to coordinate with

DTA's IT staff to set up remote access to the Trapeze scheduling program. Throughout the duration of the project, the Consultant will provide written monthly status updates. Upon request by the DTA Project Manager, periodic update calls (bi-weekly or as needed) may also be established. These communications will be helpful to identify any issues that may be hampering work progress and to ensure critical deadlines are met. There shall be no additional cost to the DTA for these update calls.

*Deliverable: Written Monthly Status Report*

**Subtask 2: Route Definition**

Using remote access established by DTA, the Consultant will complete the steps outlined in the Route Definition module of Trapeze. These steps include Route Tracing, Node Definition and Pattern Definition. DTA will maintain responsibility for the bus stop database and all associated geocoding. DTA will also ensure that all geocoding for any bus stops that are to be associated with timepoints will be completed prior to Node Definition and Pattern Definition. Timepoints should be evaluated for best practice and optimal positioning.

*Deliverable: Completion of Route Definition in Trapeze*

**Subtask 3: Trip Building & Blocking**

With Route Definition completed, the Consultant will begin Trip Building by developing run times for each route. Run times will be calculated based on projected timepoint-to-timepoint travel speeds and striated by time of day, if necessary. Trips for each route will then be generated using headways prescribed by the COA recommendations. To facilitate passenger transfers, emphasis will be placed on key connection points as identified by DTA staff. DTA will furnish a current run time report for supporting use.

Once Trip Building has been completed, the Consultant will block the service in Trapeze. Interlining may be employed to optimize vehicle utilization and/or accommodate identified passenger through-trips. Any interlining will be coordinated with DTA staff to ensure concurrence prior to blocking finalization. While blocking, the Consultant may need to go back and forth between trip building and blocking as adjustments are needed. The blocking phase will also include an update of garage deadheads (time and distance) as well as any interline deadheads (if employed).

*Deliverable: Completion of Trip Building and Blocking for weekday, Saturday, Sunday, and Holiday service in Trapeze*

**Subtask 5 (Optional): Run Cutting**

Respondent will provide a separate price to perform run cutting services. Once all schedules and blocking have been finalized and approved by DTA staff, the Consultant will perform a run cut for weekday, Saturday, Sunday, and Holiday service using the run cutter in Trapeze Blockbuster. Operator shifts will be cut in accordance with the union contract and work rule provisions. DTA may also provide additional parameters that dictate the configuration of the run cut (e.g. split shift limitations, maximum/minimum run length, operator availability, etc.).

*Deliverable: Completion of Run Cutting in Trapeze Blockbuster*

**Schedule**

Task 7 is expected to take four (4) months from Notice to Proceed. With optional Task 5: Run Cutting, an additional two (2) weeks would be added to the schedule.



## **Deliverables**

Deliverables are listed below. Deliverables must be submitted and approved by DTA in sequential order.

- Task 1: Study management plan
- Task 2: Stakeholder Involvement presentations and meeting summaries
  - Introductory meeting with DTA Study Committee
  - Up to two (2) additional Study Committee meetings later in process
  - Up to two (2) stakeholder/public input meetings later in process
- Task 3: Review of rider and non-rider survey
  - Review and give input on survey tools and questions
  - Review and give input on summary report
- Task 4: Draft and Final Reports -- Existing Conditions of DTA's fixed route service and Transit Customer Markets
- Task 5: Draft and Final Reports -- Development Criteria (to be approved prior to development of alternatives), Alternatives Development, Financial Analysis and Minimum Service Guidelines
- Task 6: Draft and Final Reports -- Stakeholder Input and Recommended Program
  - Up to two (2) Study Committee meetings
  - Up to two (2) stakeholder/public input meetings
  - Final presentation to DTA Board of Directors
  - Implementation Assistance Work Plan
  - Eight (8) hard copies and an electronic copy of the Final Report
  - Electronic copies of all maps, shapefiles, spreadsheets, and other relevant data used in making the report.
- Task 7: Prepare scheduling component for short term recommendations in service plan
  - Route definition, trip building, blocking, and optional run cutting using Trapeze for implementable launch of new transit service model. Documents and presentation slides should be provided as PDF and MS Office files. The Consultant should also submit the final versions of all GIS files, graphics, and photos used to produce the deliverables. The meeting schedule(s) as presented in this Scope of Services should be used as a general guideline(s): DTA expects Consultant to be available for phone or internet meetings if/whenever deemed necessary by DTA and may exceed the number of meetings outlined above.

**PROPOSAL EVALUATION:**

All Proposals received by the deadline will be evaluated by the designated selection committee members. A total of 50 points will be awarded and weighted by the respective categories.

The DTA reserves the right to award on the basis of initial Proposal submittals without any negotiations or discussions.

The factors and weighting on which proposals will be judged are:

- Qualifications and ability to perform needed services 50%
- Proposed schedule 25%
- References 20%
- Other Matters 5%

It is anticipated that the evaluation and selection will be completed by July 30, 2020. The DTA may request clarifications to the Proposer's submittal, or at the DTA's option, interviews may be required before final evaluations are completed.

**Qualifications and ability to perform needed services**

Respondent or firm must have specific experience with all phases of a transit Comprehensive Operational Analysis, including system evaluation, public outreach, service delivery analysis, transit financial analysis, implementation of service delivery recommendations, etc. The Respondent's Project Manager's experience must be specific to Comprehensive Operational Analysis within the past five years and be similar in scope and objective with this project.

Evaluation of optional run cutting shall be based on experience, cost and ability to complete the Task in a timely manner.

**Proposed schedule**

The Respondent should provide a proposed project schedule, provide a list of current projects in process and demonstrate sufficient capacity to perform the projects related tasks within the proposed schedule.

**References**

Respondent must provide a minimum of three references, including contact person, telephone number and email address.

**Other Matters**

Other matters may include, but are not limited to, innovation or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities, completeness of proposal, run cutting cost (if proposed), Consultant's performance on prior DTA contracts, use and qualifications of subcontractors, or other matters as determined by the Evaluation Committee.

**COST PROPOSAL:**

Respondents shall provide a Cost Proposal in a separate sealed envelope attached to the Respondent's Proposal that includes the following:

1. All- inclusive cost for each Task as specified herein.
2. An hourly cost for key personnel, including the Project Manager. This cost per hour will include costs for wages and benefits and other associated expenses.
3. The Respondent shall provide a separate cost for Run cutting as defined in Task 7, Subtask 5.

Respondent's Cost Proposal shall include all incidental costs such as costs for copies, miscellaneous supplies, telephone expenses, etc. No additional costs will be permitted for these items.

Costs for travel to and from meetings shall be included in the base Cost Proposal. **No per diem expenses will be permitted.** Compensation for additional meetings will be evaluated and approved if reasonable at the time of request by the DTA Project Manager.

### **EVALUATION OF THE COST PROPOSAL**

Evaluation of the Cost Proposal shall be on the following basis:  
Unacceptable, Marginal, Acceptable, Highly Acceptable, or Outstanding based on the technical merits of the Proposal and the Project Budget.

All costs related to the Proposal will be evaluated. The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking nor make a recommendation to award to the Proposer with the lowest Cost Proposal if doing so would not be in the best interests of the DTA.

**PROPOSAL RESPONSES MUST INCLUDE:**

1. Provide the Responder's full company name and address, indicate main contact people with titles and phone numbers and email contact information, Federal I.D. number, DUNS number, and Minnesota tax I.D. number (if applicable), along with the names of the individual(s) to be directly responsible for providing services under the contract. Include a summary of prior experience and educational training.
2. A summary of previous work conducted by the Consultant and the individuals directly responsible for providing services similar in scope to that requested here, along with references.
3. The names of subcontractors (firms and individuals) who will assist in performing the required work and a resume of each, or a history of the firm and a list of examples of similar projects performed by the proposed staff for this project.
4. A list of current projects under the direct management of the Respondent.
5. A summary of the Responder's experience scheduling with Trapeze software.
6. A proposed schedule/timeline.
7. A signed proposal form and required certificates.
8. A Cost Proposal in a separate sealed envelope.