



Duluth Transit Authority

REQUEST for PROPOSALS

FOR

Parking Facility Management

October 21, 2020

Duluth Transit Authority

2402 W. Michigan St - Duluth, MN 55806

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

email: nbrown@duluthtransit.com

Duluth Transit Authority Request for Proposals Parking Facility Management

The Duluth Transit Authority (DTA) is seeking qualified individuals or firms to provide Parking Facility Management Services at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802. Scope of work includes managing day to day operations for parking customers, billing, reporting, and minor hardware maintenance.

Responses are due on or before **2:00 p.m. on Thursday, November 12, 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.

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, sex, age or disability in consideration for an award. The DTA encourages the participation of small and disadvantaged business enterprises.

The DTA reserves the right to accept or reject any or all responses, or waive any informalities in the best interest of the DTA.

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Section 1 General Conditions

G-1 REQUEST FOR PROPOSALS

- a) Proposals are requested for Parking Facility Management Services at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802.
- 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 **2:00 p.m. on Thursday, November 12, 2020** via email to nbrown@duluthtransit.com or at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA will hold a **pre-proposal conference** on **Thursday, October 29, 2020 at 10:00 a.m.** at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802. A tour of the project site will be conducted after the meeting. In-person attendance is not required. Those who prefer to attend remotely 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 December 4, 2020.
- h) Throughout these specifications the words equipment, materials, and work can be interpreted as interchangeable.

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, 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 Nancy Brown for all work performed.
- c) Manufacturer, Vendor, Proposer, Offeror, Responder, Respondent, Contractor, or Consultant shall mean that firm submitting a responsive Proposal and subsequently receiving the contract award from the DTA as the contractor 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,

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- 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, November 4, 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 or US Mail unless otherwise approved by DTA in writing.
 - d) The replies to request under paragraph c) above will be emailed, mailed or faxed out on **Thursday, November 5, 2020** to all prospective proposers.
 - e) Changes to the specifications will be made only by written addendum. Addendum will be posted on the DTA website at www.duluthtransit.com. It is the Proposer's responsibility to obtain all documents available for this procurement

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. All blanks in the Proposal form must be completed with ink or typewriter. 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 submitted in a pdf attachment marked **"Parking Facility Management"** and emailed to nbrown@duluthtransit.com, or secured in a sealed envelope 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 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

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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.

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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~~ 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 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

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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	October 21, 2020	
Pre-Award Conference	October, 29, 2020	10:00 a.m.
Requests for Changes/Clarifications	November 4, 2020	2:00 p.m.
Responses to Changes/Clarifications	November 5, 2020	
RFP Opening	November 12, 2020	2:00 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)

Does not apply to this procurement

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

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.

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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 re 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 if 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 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

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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.

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

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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 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.

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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

Does not apply to this procurement

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

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

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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

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.

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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)

Does not apply to this procurement

A. 27 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS EQUIPMENT

Does not apply to this procurement

A. 28 COMBATING RACE AND SEX STEREOTYPING

Executive Order 13950

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. In the event of the contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September

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22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.

4. The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.+

DULUTH TRANSIT AUTHORITY

CONTRACT EXAMPLE FOR

Parking Facility Management

October 21, 2020

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Section 3 Contract (example for Proposal)

This Agreement, made as of December XX, 2020 by and between _____, a _____ (individual, corporation) located at _____, hereafter referred to as ~~%Contractor+~~ and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as ~~%DTA+~~. The DTA and the Contractor are parties (~~%Parties+~~) to this agreement (~~%Agreement+~~).

WHEREAS, the DTA desires to utilize Contractor's professional services for Parking Facility Management services, and

WHEREAS, Contractor has represented that it is a qualified provider and is 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 agree to as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Federal Transit Administration Contract Clauses; this Agreement and any amendments thereto; Request for Proposals (Procurement # 052-20-2) dated October 21, 2020, General, Special and Technical Specifications; all addenda and modifications thereto issued after the execution of the Agreement; and the Contractor's executed Proposal form and required certificates; all as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2 Scope of Professional Services

Contractor will perform the services identified in its proposal dated _____, 2020, (the ~~%Proposal+~~) attached hereto and made a part hereof, and provide other professional services generally related thereto as the DTA staff may from time to time request. In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

ARTICLE 3 Professional Fees and Payment

In consideration of the provision of the services referenced in Article 2 above in an acceptable manner, the Contractor shall pay the DTA in accordance with their Proposal attached herein.

ARTICLE 4 Assignability

Contractor shall not in any way assign or transfer any of its rights or interests under this Agreement whatsoever without the prior written consent of the Duluth Transit Authority General Manager.

ARTICLE 5 TIME OF COMMENCEMENT, OPTION TO RENEW

The term of this Agreement shall commence upon January 1, 2021 or ~~%Notice to Proceed+~~ by the DTA, whichever occurs sooner, and shall continue through December 31, 2023, unless terminated earlier as set forth herein.

The DTA, may, at its sole discretion, extend the term of this Agreement for a period of two (2) years, from January 1, 2024 through December 31, 2025 upon written notice from the DTA Procurement Manager no later than December 1, 2023. If the DTA extends the term of this Agreement in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, except that payment to the Contractor shall be increased as set forth in the Contractor's Proposal.

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ARTICLE 6 Termination of Service

The DTA may, by giving written notice specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Contractor under this Agreement shall be promptly delivered the same to the DTA. Contractor shall be entitled to compensation for services properly performed by it to and including the date written notice of termination of this Agreement, including reimbursable expenses.

ARTICLE 7 Changes to the Agreement

The DTA or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the Agreement.

ARTICLE 8 Standard of Performance

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

ARTICLE 9 INDEMNIFICATION

The Contractor shall defend, indemnify and save the DTA, ATE Management of Duluth, and First Transit, Inc., harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this Contract. Said obligation does not include indemnification of the DTA, ATE Management of Duluth, and First Transit, Inc., for claims of liability arising out of the sole negligent or intentional acts or omissions of the DTA, ATE Management of Duluth, and First Transit, Inc., but shall include, but not be limited to, the obligation to defend, indemnify and save harmless the DTA, ATE Management of Duluth, and First Transit, Inc. in all cases where claims of liability against the DTA, ATE Management of Duluth and First Transit, Inc. arise out of acts or omissions of DTA, ATE Management of Duluth, and First Transit, Inc., which are derivative of the negligence or intentional acts or omissions of the 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 Contract and to the work to be done and things to be supplied hereunder.

ARTICLE 10 INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota, which insurance shall indemnify Contractor and DTA, ATE Management of Duluth and First Transit, Inc. from all liability described in the paragraph above.
- (1) Workers' compensation in accordance with the laws of the state of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the DTA; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) DTA, ATE Management of Duluth, and First Transit, Inc. shall be named as an Additional Insured under the Public Liability, Excess/Umbrella Liability* and

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Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA, ATE Management of Duluth and First Transit, Inc. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor 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 Contractor's interests or liabilities.

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management, Inc., and First Transit Inc., as an additional insured.*

(4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the DTA Procurement Manager without fail not less than thirty (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 DTA will render any such change or changes in said policy or coverages ineffective as against the DTA.

- b. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the DTA Procurement Manager prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the DTA. maintained for a period of six (6) years after receipt of final payment under this Contract.

ARTICLE 11 RECORDS AND INSPECTIONS

- a. **Establishment and Maintenance of Records**
Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.
- b. **Documentation of Costs**
Contractor will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices,

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contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

- c. **Reports and Information**
Contractor shall be responsible for furnishing to DTA records, data and information as DTA may require pertaining to matters covered by this Contract.
- d. **Audits and Inspections**
Contractor shall ensure that at any time during normal business hours and as often as DTA may deem necessary, there shall be made available to DTA for examination, all of its records with respect to all matters covered by this Agreement. Contractor will also permit 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 Agreement.
- e. **MN Government Data Practices Act**
Contractor 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 contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor 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 Contractor. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify the DTA General Manager and consult with the DTA as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.
- f. **Ownership of Data**
All survey notes, reports, design plans, specifications, special studies, records and other data prepared under this Agreement shall become the property of DTA when prepared and shall be delivered to the DTA General Manager upon completion or termination of the services of Contractor or at such earlier time as requested by the DTA.

ARTICLE 12 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 the Contractor as an agent, representative or employee of the DTA for any purpose or in any manner whatsoever. Contractor 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 Contractor 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. Contractor and its officers, agents, contractors and employees shall not be entitled to any compensation rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, the DTA shall not in any way, be responsible to defend, indemnify or save harmless Contractor from liability or judgments arising out of the intentional or negligent acts or omissions of Contractor or its agents, representatives or employees while performing the work specified by this Agreement.

ARTICLE 13 SUBCONTRACTING AND ASSIGNMENTS

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Contractor shall not subcontract or assign this Agreement or any portion thereof without the prior written approval of the DTA General Manager.

ARTICLE 14 COMMUNICATIONS

Communications in connection with this Agreement shall be in writing and shall be delivered personally; or by e-mail or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the DTA and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Designation for DTA

Designation for Proposer

Nancy Brown, Procurement Manager

ARTICLE 15 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the DTA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the DTA General Manager and Contractor.

ARTICLE 16 GOVERNING LAW

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

ARTICLE 17 RIGHTS AND REMEDIES

The duties and obligations imposed by the Agreement and the rights and remedies hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Failure of the DTA to act shall in no way constitute a waiver of any right or duty afforded to it under the Agreement, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Agreement, except as may be specifically agreed to in writing by the DTA.

ARTICLE 18 DELAYS

Contractor shall notify the DTA Procurement Manager in writing of any delays, including all relevant details, immediately upon encountering any difficulties which threaten to delay the timely performance of this Agreement, and may at that time or subsequently request an extension of the delivery date or schedule. However, such notification or request or acceptance of belated equipment shall not constitute acceptance of the delay, or request for extension, without written acceptance by the DTA Procurement Manager as a change in the Agreement.

ARTICLE 19 NO THIRD-PARTY RIGHTS

This Agreement is to be construed and understood solely as an Agreement between the DTA and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the DTA and Contractor, may be waived at any time by mutual agreement.

ARTICLE 20 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 Agreement.

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ARTICLE 21 COUNTERPARTS

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

This Agreement entered into as of the day and year first written above.

On behalf of Duluth Transit Authority

By _____
General Manager

On behalf of _____

By _____

Title _____

PROPOSAL SHEETS

October 21, 2020

Parking Facility Management

Duluth Transit Authority
Parking Facility Management

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Section 4 FORMAL PROPOSAL SHEET

Return one copy of the Proposal with Descriptive Literature

PROPOSAL GUARANTEE REQUIREMENTS: Not Required.

Proposals: ALL fees, delivery, and installation must be included. TAX: Federal Excise Tax Exemption Account No. 41740056K; The DTA is State and City Tax Exempted.

Monthly cost to perform Parking Facility Management Services, including all tools, personnel and ancillary costs in accordance with the specifications herein:

Year 1 _____ per month

Year 2 _____ per month

Year 3 _____ per month

%Increase over Year 3 for the option period _____

Hourly Cost for non-routine Maintenance during business hours:

Year 1 _____ per hour

Year 2 _____ per hour

Year 3 _____ per hour

%Increase over Year 3 for the option period _____

Firm Name: _____

Mailing Address: _____

CITY STATE ZIP CODE

By: _____
(PRINT NAME) TITLE

Signature _____

Date: _____

Addendum Acknowledgment
Number Date Rec'd

PHONE NO. _____

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 _____

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 PROPOSERS**

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

C. COMPLIANCE WITH SPECIFICATIONS

Certificate

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 _____

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Certificate D

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 _____

**Duluth Transit Authority
Parking Facility Management**

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Certificate E COMBATING RACE AND SEX STEREOTYPING Executive Order 13950

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. In the event of the contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.

4. The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNED _____

FIRM NAME _____

TECHNICAL SPECIFICATIONS

FOR

Parking Facility Management

October 21, 2020

Section 6 TECHNICAL SPECIFICATIONS FOR PARKING FACILITY MANAGEMENT

A. Background, Proposal Overview

1. The Duluth Transit Authority is a public transportation bus system that operates fixed route and paratransit service seven days a week, 365 days a year and owns and operates the Duluth Transportation Center (DTC), located at 228 West Michigan Street, Duluth, MN 55802. The DTA is seeking experienced, qualified firms to provide parking facility management services for the parking ramp housed within the DTC.
2. The individual or firm selected for this Agreement must be licensed, bonded and insured, and able to demonstrate at least three (3) years of successful parking facility management experience in the past five (5) years, preferably in a transportation or parking facility setting, along with three (3) references. Previous experience must be for locations of similar size and scope.
3. Proposers for Parking Facility Management Services must be experienced at operating parking facilities using Amano McGann equipment, and must have the ability to produce revenue and usage reports in the format required by the DTA. A sample report will be required for verification of this experience.
4. Accounting and internal controls, including the ability to meet reporting deadlines, will be a primary consideration for the Proposer for the services under this Agreement. Respondent may be required to submit sample accounting reports, and provide a detailed summary of the methods used for internal audits.
5. Detailed information is provided in Exhibit A on accounting requirements to track and report parking revenue for the facility. The Proposer's ability to meet the reporting requirements will be a key component of the RFP evaluation criteria.
6. Proposers will also be required to submit a detailed description of their policies and procedures for dealing with sales procedure, claims and complaints, including insurance related claims and parking facility accidents.
7. To ensure that the parking facility is properly serviced, the selected individual or firm must have a service outlet within twenty (20) miles of the DTC. Vendors who do not have a local service outlet must demonstrate how they will provide the required services. Mail, telephone or internet ordering is not acceptable.
8. The Parking Facility Management firm will not be required to have personnel onsite at the DTC on a scheduled basis; however, the firm will be required to have a service person available to respond to incidents on site within fifteen (15) minutes when necessary. Voice response to General Assistance Calls at the exit gate or the pay station must be immediate.
9. General standards for Contractor's personnel are noted in Exhibit B.
10. An example of the Customer Monthly Parking Agreement Terms and Conditions are attached herein in Exhibit C.

B. Duluth Transportation Center Parking Facility Management Requirements

1. The DTC serves as the downtown hub for multiple forms of transportation in Duluth. It is the main transfer point for riders on at least 20 fixed routes in the DTA system. Other inter-city transportation carriers, including Jefferson Lines and Indianhead Trails also serve customers arriving to and from the DTC.
2. The successful Proposer must have the ability to utilize the DTA security camera system to monitor activities at the parking facility, respond to any issues noted and direct communications to the proper authorities as needed. The DTA's security camera system software is provided by Avigilon. Cameras are situated throughout the parking facility, as well as in elevators and skywalks. Familiarity with this software is not required.
3. Proposers shall provide a statement of their risk management program for the operation of the facility, and include a statement of approach for how the proposed firm:
 - a. responds to claims and complaints, including insurance related claims involving mechanical parking control devices.
 - b. responds to accident claims within the facility, involving vehicles, pedestrians, bikes, etc.
 - c. responds to other operational complaints such as mechanical parking control devices, pay station malfunctions, etc.
 - d. Proposers shall provide a sample report of incidents within a parking facility, along with any proposed changes or resolution.
4. Proposers shall provide a detailed operating plan for proposed audit controls, service quality, proposed maintenance of ticket machines and payment station, etc.
5. At least once per year, the selected Vendor shall perform a market study of parking rates in the Duluth area and make recommendations to the Project Manager on future rates.
6. All personnel employed by the Contractor in connection with the RFP shall be solely the employees of the Contractor and shall have no contractual relationship with the DTA.
7. The selected Proposer shall use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Parking Facility.
8. The DTA shall have the absolute right, with no prior notice, to perform audits of the selected Proposers books that pertain to the Parking Facility. Said audits may be performed by DTA staff or an independent auditing or accounting firm, at the DTA's sole discretion.
9. If the DTA audit reveals that revenue was understated by 1 percent or more, then the selected Proposer shall, within seven (7) days after notice, pay to the DTA the cost of such audit and any monies which shall be due and payable, together with interest from the dates such amounts should have been paid; interest shall be charged ten percent (10%) annually or 6.25 percent over prime, whichever is greater.

C. Parking Facility Layout and Operation

1. The ground level of the DTC building (Level 1) is located on the Frontage Road, and offers 97 secure, contract parking stalls, secure storage areas and the mechanical room. Access to the secure parking is via a FOB and an elevator or secure stairwell from Michigan Street or the skywalk level. Parking is permitted 24/7, 365 days a year with a paid monthly subscription.
2. Also at the Frontage Road level is a City of Duluth owned paved parking lot, comprising 47 stalls for hourly parking. This lot is covered by the DTC, building, but is separated by concrete walls and accessed via 3rd Avenue West; the DTA has no responsibility for its operation or maintenance.
3. The main level of the DTA building (Level 2) is accessed from Michigan Street and serves as the primary entrance to the facility for buses and cars. There is no parking on this level except for a limited number of service vehicles, police cars and layover buses. This level serves all functions of the DTA operations, including the DTA ticket booth, passenger signage and system maps, as well as the Duluth Police Department Substation, Jefferson Lines ticketing and luggage handling, all other third party ticketing functions, a passenger waiting area and a bicycle storage area.
4. Level 3 of the structure is primarily for public and contract parking, and provides direct access to the downtown skywalk system and the NorthWest passage. There are 119 parking stalls on this level, including eight spaces for electric car charging, with the option to add more at a future date if demand increases. The DTA has a separate contract to provide customer parking for Wells Fargo. The selected Contractor is not responsible for administration of that contract.
5. Level 4 is open air and available for contract and public parking. There are 148 parking stalls on this level; there is also a snow chute on this level for snow removal. The DTA contracts snow removal separately with a third party provider.
6. Parking equipment is supplied by Amano McGann. Equipment description is attached in Exhibit D and incorporated herein by reference.
7. One payment station is situated in the NorthWest passage for daily and hourly parking customers and allows customers to pay before exiting the parking facility. There is no service booth at the facility, and the equipment at the automobile exit will only accept prepaid ticket, fobs, credit or debit cards.
8. Parking facility customers are permitted first hour free parking, in part to allow customers to use the bank services across the street from the facility, as well as to conduct business at the DTC.
9. In consultation with the selected Contractor, the DTA will set parking rates and will designate the stalls available for monthly or annual customers in its sole discretion.
10. The electric car charger stalls enable customers to purchase charging services at a rate set by the DTA. Rates for car charging will set by the DTA at its sole discretion. Periodically, the DTA may request that the selected Vendor perform a market survey of car charging rates and make a recommendation to the DTA on future rates.

11. Parking may be made available for special events at a flat rate, at the discretion of the DTA. The Proposer shall be required to track and report the revenue from such events.
12. The DTA will supply pre-encoded FOBs or proximity cards to access the building doors; the selected Vendor will be solely responsible to track FOB assignments, activating and deactivating customers on the Amano McGann software, and to notify the DTA within 24 hours of any changes to customer status in order to deactivate the doors.
13. The selected Vendor shall be able to demonstrate strict protocols for collecting cash from ticketing machines and electric car charging stations, as applicable. Vendor must be able to provide policies and procedures for monitoring cash collection, and reporting shortfalls.

D. Scope of Services, Parking Facility Management Services

1. The successful proposer will provide complete parking facility management services, including, but not limited to, the following on a daily basis:
 - a. Monitoring DTA security cameras for issues within the parking facility; report crimes, medical emergencies, etc., to the proper authorities.
 - b. Perform a daily drive through of the facility to observe any issues that may be present, including trash, vandalism, graffiti, or the entry/presence of unauthorized persons. Report problems and any resolution to the DTA Project Manager within one business day.
 - c. Turn over any suspicious articles found on DTA property to the proper DTA designated authority or the police, as necessary.
 - d. Visually inspect parking equipment to ensure its integrity and prevent tampering, perform any minor repairs that may be necessary. Refill supplies as needed.
 - e. Daily electronic monitoring of revenue control hardware and software.
 - f. Enforce agreed upon parking policies, including parking in handicap or no parking zones.
 - g. Verify electrical and internet connections to pay stations and gates, perform operations tests at intervals defined by the manufacturer and the DTA.
 - h. Sell monthly or annual parking passes; provide FOBs, add, delete and maintain contract parking customers on parking access software.
 - i. Maintain customer database of subscription users, type of subscription, renewal date; provide customer notification of parking subscription renewal.
 - j. Investigate all incidents or accidents which give rise, or may give rise, to a claim for damages relating to ownership, operation and maintenance of the parking facility, including any damage or destruction to property, and notify the DTA as soon and practical, but no later than one (1) business day of such incidents or accidents. Cooperate with and make all reports as required or authorized by the DTA.
 - k. Maintain procedures for emergency response to incidents, provide staff training summary to the DTA upon request.
 - l. Cooperate with the DTA on issues involving the Parking Facility, including attending meetings as needed, providing information with investigators and/or authorities, etc.
 - m. Assist the DTA in becoming proactive on addressing chronic or repeat issues within the Parking Facility as they are identified. Provide recommendations for security patrols, (if necessary), emergency equipment staging (as needed), etc., or other activities to reduce the number of issues (as applicable.)

2. At least once each year, or more often as the DTA deems necessary, meet with DTA staff to provide a summary of the Parking Facility Manger Services provided during the prior year, recommendations for improvement, present copies of policies and procedures, and other documents pertaining to the services provided for the upcoming period.
3. Provide monthly reports as required, including:
 - a. Monthly statement of revenues in accordance with the reporting requirements herein,
 - b. Monthly reconciliation report detailing monthly parking contract activity, new cards issued, cards cancelled, etc.
4. Report any maintenance issues to the DTA, make recommendations for repairs, enforce detours within the facility to accommodate repair operations, etc.
5. Monitor cars parked for extended periods of time to ensure they are for paid users and not abandoned.

E. Preventative Maintenance, Non-Routine Maintenance of Parking Equipment

1. Manager's personnel will be knowledgeable about the maintenance and repair of ticket issuing machines, gates, traffic counters, etc. Contractor will repair and maintain the equipment used in the parking operations, unless such repair or maintenance requires special expertise, in which event, the DTA will be advised by Manager as soon as possible for the needed repair or maintenance items. In addition, Manager shall evaluate conditions at the parking lots and shall make recommendations regarding needed equipment and capital improvements.
2. Contractor will provide an hourly cost for non-routine maintenance services and/or equipment repair services performed by either the Contractor or qualified subcontractor. Maintenance will be completed during business hours, unless requested by the DTA Project Manager for hours outside of regular business hours, defined as Monday through Friday, 8:00 a.m. until 5:00 p.m. Contractor will provide an hourly cost for services outside of regular business hours.
3. The DTA keeps a stock of commonly needed replacement equipment such as new gate arms, Manager will maintain a supply of replacement items relating to the equipment/supplies used such as tickets, and owner will reimburse Manager for any replacement items at Manager's cost thereof.
4. Preventative Maintenance will include, but is not limited to the following:
 - a. Inspect entrance and exit gates at least monthly, adjust springs, as needed
 - b. At least once each quarter or more often as needed, , inspect ticket dispensers, remove and clean optics, clean and adjust mag heads, rollers, print heads. Clean and lubricate cutters, verify display, check ticket cut position, check print on tickets.
 - c. Clean and adjust the read head and print head on the validators, clean rollers and optics as needed.
 - d. Check pay station for character display, clean dispenser, bill acceptor, printer, printer head, at least quarterly or more often as needed.

The cost of these services will be included in the monthly cost Proposed by the Contractor. Proposers may also suggest other items to incorporate into this list.

5. Contractor shall supply an hourly cost for Non-Routine Maintenance that it may be able to perform, either directly or via a subcontractor. Examples of Non-Routine Maintenance may include, but is not limited to:
 - a. Replacing a gate arm
 - b. Removing and installing new ticket dispensers
 - c. Removing and installing printers, dispensers, ticket cutters, bill acceptors or other components of the parking equipment.
6. Work that may require specialized skills, tools or manufacturer support may be requested. Contractor shall provide an estimate to the DTA Project Manager upon request, prior to start of any maintenance work.
7. Non-routine maintenance shall be completed during business hours, Monday through Friday unless requested otherwise by the DTA Project Manager.
8. The DTA reserves the right to contract all maintenance work separately, at its sole discretion.

SECTION 7: EVALUATION CRITERIA

1. Vendor must provide information regarding their background in Parking Facility Management services, references and other information that may be valuable in evaluating their Proposal. Vendor must demonstrate its ability to provide the DTA with the Proposed services, have acceptable accounting practices, and have the special service capabilities to meet the needs of the DTA.
2. The DTA will make the award to the responsible Proposer whose Proposal is most advantageous to the DTA. 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.

3. Evaluation Weight:

A.	Cost	40%
B.	Experience, Qualifications	30%
C.	Expertise and reliability of the staff, including maintenance	20%
D.	Service Capabilities	5%
E.	Other Relevant Matters	5%

All responses to this RFP will be reviewed for completeness prior to referral to the selection committee. A committee consisting of DTA representatives and/or others will then evaluate all responses for technical qualifications.

A. Cost

Except when it is determined not to be in the DTA's best interests, the DTA will evaluate offers by adding the total price for option years four and five to the total price for the basic requirements. Evaluation of options will not obligate the DTA to exercise the option.

B. Experience, qualifications

- “ The quality and adequacy of the individual or firm’s proposed statement of approach, ability to provide assistance to a variety of situations, etc.
- “ The experience and proven ability of the Proposer, its staff, and its identified subcontractors to provide similar services in size, scope and setting in a satisfactory manner and within budget.
- “ Acceptable accounting practices

C. Expertise and reliability of the firm

- “ The expertise and professional level of the individuals proposed to conduct the work for the DTA, as well as the systems and technology used to perform the work will be evaluated. Expertise of the staff for preventative maintenance
- “ The Vendor’s ability to meet the required response time, provide ongoing reports, and collaboration with local officials, service providers and the public to minimize repeat or chronic issues.
- “ The ability of the vendor to respond to assistance calls within the required timeframes.

D. Service Capabilities

- “ The experience and proven ability of the Proposer, its staff, and its identified subcontractors to provide verifiable customer service of a quality and level suitable for a public building, recognizing the rights of citizen access to a public building in accordance with federal, state, local and DTA regulations.

E. Other Relevant matters

Other relevant matters may include the clarity and completeness of the proposal and the apparent general understanding of the work to be performed, subcontractor expertise, etc.

F. As Proposals are considered by the DTA to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical Proposals are evaluated as essentially equal, cost or price may be the deciding factor.

G. At the DTA’s option, may elect to interview Proposers or seek further information before awarding the Contract.

Section 8 General Information for Responders

1. **Issuing Office:** the DTA issues this RFP.
2. **Incurring Costs:** The DTA is not liable for any cost incurred by Responders prior to final execution of the Contract. Costs incurred to prepare a response are the responsibility of the Responder.
3. **Economy of Preparation:** Responses should be prepared simply and economically, providing a straightforward, concise, unambiguous description of the Responder’s ability to meet the requirements of RFP.
4. **Oral Presentation:** Responders may be required to make an oral presentation on their submittal to the DTA. Such presentations provide an opportunity for the Responder to clarify the submittal to ensure thorough mutual understanding. The issuing office will schedule any required presentations.
5. **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, subject to 49 U.S.C 5325(b)(2)(D).

EXHIBIT A
Contractor Reporting Requirements

Monthly

- ~ Parking Revenue Schedules (secured and non-secured)
 - ~ Contract Parking Rent Roll
 - ~ Hourly/daily Parking Report

- ~ Monthly reconciliation of total revenues per schedule to amounts deposited into Operating Checking Account
- ~ Schedule(s) used to calculate Distribution of Monthly Revenue;
- ~ Operating Expenditures Schedule (Total)
 - Copies of all invoices
 - Supporting schedule for any costs that are allocated to DTA

- ~ Balance Sheet (accrual basis)

- ~ Profit & Loss (accrual basis)
 - P&L should be categorized using DTA's Chart of Accounts

- ~ General Ledger Detail (accrual basis)

- ~ Read-Only access to GL System **or** PDF copies of all expenditure invoices

- ~ Monthly Bank Statement and Bank Reconciliation

- ~ AR/Delinquencies Aging Report

- ~ Monthly Schedule of New and Expiring Contracts

- ~ Miscellaneous Project Revenue Schedule

- ~ Accounts Payable Aging

EXHIBIT B Personnel Requirements

1. Contractor shall provide the DTA with a copy of Contractor's employee policies and procedures prior to commencing work on this Contract.
2. It is the responsibility of the Contractor to train and ensure that all staff performing services on DTA property has a thorough working knowledge of the services to be performed, the parking equipment used, and ancillary requirements under this Contract.
3. Security information, including, but not limited to, the layout of the site, methods of security, keys, cards and badges are NOT TO BE SHARED WITH ANY PERSONS OTHER THAN THOSE WHO PERFORM SERVICES ON DTA PROPERTY. Breach of this requirement may be grounds for immediate termination of this Contract.
4. The only Contractor employees that are to be allowed in a secure area of the DTA property are those that have been authorized under the terms of this Contract and only while they are DIRECTLY INVOLVED in providing services or supervising staff. Unauthorized personnel in a secure area of the DTA property when not providing Contract work, except to the extent such personnel are authorized to be in the public areas of the facility as members of the public, may be grounds for immediate termination of this Contract.
5. All Contractor staff providing services under this Contract will be required to sign for each key or FOB issued to the Contractor by the DTA. If a Contractor's employee or staff loses a key or FOB, the replacement cost will be paid to the DTA by the Contractor. If a breach of security results from such a loss and locks must be changed or other changes must be made as a result, the Contractor will be responsible for all associated costs and the charges will be deducted from the amount due the Contractor.
6. Contractor shall ensure that all staff will keep private any proprietary information that may be discovered during the course of securing the building and not disclose such information to any third party without the prior written consent of the DTA.
7. The Contractor's staff shall practice good personal hygiene and be well groomed while on duty.
8. Interaction with DTA employees and customers is to be kept on a professional level at all times. Personal business is not to be conducted during Contractor working hours on DTA property.
9. The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Contract. Violence means words and actions that hurt or attempt to threaten or hurt people, any action involving the use of physical force, harassment, intimidation, disrespect or misuse of power and authority where the impact is to cause pain, fear, or injury.
10. Contractor shall ensure that its employees, representatives, subcontractors and others providing services under this Contract will act in a courteous manner, not use profanity or lewd gestures, nor post inappropriate materials on DTA property, including DTA websites, and not smoke or consume alcohol or illegal drugs while on DTA property during the course of providing services under this Contract. In the event that the DTA reasonably objects to any employee(s), representative(s), subcontractor(s) or other persons providing services under this Contract, they shall be removed from the assignment by the Contractor and not permitted to return to provide services under this Contract without the written consent of the DTA.

EXHIBIT C

Example for Proposal purposes, Monthly Parking Agreement Terms and Conditions:

Duluth Transportation Center Monthly Parking Agreement-Terms and Conditions

The following terms and conditions form a part of the monthly parking agreement at the Duluth Transportation Center.

1. Parking charges and any applicable taxes are due in advance without demand on the first day of each month for that month, and any outstanding amounts are subject to interest charges at the rate of 2% per month compounded monthly (26.8% per annum.) If your account is past due by more than seven (7) days, your monthly parking credential (access card or permit) will be invalidated and you must pay the daily posted parking fee until your account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly parking charges. Failure to pay the daily fee may result in a violation notice being issued and/or your vehicle being immobilized or towed at your expense.

**Duluth Transit Authority
Parking Facility Management**

052-20-2

**EXHIBIT D
Amano McGann Equipment Description**