



**DULUTH TRANSIT AUTHORITY
REQUEST FOR PROPOSALS
TRANSIT CORRIDOR OUTREACH**

AUGUST 10, 2021

Request for Proposals Transit Corridor Outreach

The Duluth Transit Authority (DTA) is seeking one or more qualified non-profit firms to partner with the DTA to assist with identifying stakeholders and conducting public outreach for a potential transit corridor study of bus rapid transit service in the DTA service area.

Responses are due on or before **1:00 p.m. on Tuesday, August 24, 2021.**

Specifications and submission requirements are available from the DTA and may be obtained by email to nbrown@duluthtransit.com or writing to: Procurement Manager, Duluth Transit Authority 2402 W. Michigan St., Duluth, MN 55806.

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.

Section 1

Request for Proposals

The DTA is applying for a Department of Transportation competitive funding opportunity, Areas of Persistent Poverty. The Areas of Persistent Poverty program provides grants for planning, engineering, technical studies or financial plans to improve transit services in areas experiencing long-term economic distress. The potential project would be a 10-14 month study around the future of two Bus Rapid Transit (BRT) lines in Duluth MN. The study would evaluate the feasibility of BRT, identify the corridors of operation, identify locations of stops/stations, develop branding and stations designs, forecast capital costs for implementation, and other work to provide a comprehensive study.

The DTA is looking for a partner or partners who would assist in the public engagement needed to make the project a success by promoting awareness of and encouraging community participation. The ideal partner would assist in identifying and leading equity-focused outreach opportunities to collect feedback from the communities most impacted by a potential project. The partner(s) would formulate a public engagement plan, identify community members and organizations to be a part of a stakeholder committee, lead stakeholder committee meetings, host neighborhood specific outreach events to gather feedback from residents and businesses, assist in a community survey, assist in public meetings, and provide feedback throughout the process.

The selected nonprofit/partners will be a part of the grant application and will be requested to sign a memorandum of agreement with the DTA to accompany the grant application. Award of contract(s) are contingent upon the DTA's project being selected by the FTA for funding.

Respondents are not required to perform all anticipated services in the scope; the DTA may select multiple partners for the project. Non-profits with experience in public engagement or identifying communities of persistent poverty with transit needs are encouraged to submit a proposal for some or all of the scope.

Section 2 GENERAL INFORMATION

1. Request for Proposals
 - a) Proposals are requested for nonprofit partners to assist with public outreach for a transit corridor study for the Duluth Transit Authority, 2402 West Michigan Street, Duluth, MN 55806.
 - b) Proposals shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein, which shall be considered an essential part of the Contract Documents.
 - c) 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.
 - d) Proposals are due at **1:00 p.m. on Tuesday, August 24, 2021** via email to nbrown@duluthtransit.com (preferred) or in a sealed envelope mailed or delivered to the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
 - e) The DTA will hold a virtual **pre-proposal conference** on **Monday, August 16, 2021 at 10:00 a.m.** To request permission to join the conference, contact the Procurement Manager at 218-623-4329 for conference information. Attendance is not mandatory, but strongly encouraged.

2. Whenever the following terms are used in these Proposal specifications, the intent and meaning of them shall be interpreted as follows:
 - a) DTA, customer, buyer, or Operator shall mean the DTA.
 - b) Project Manager shall mean Chris Belden for all work performed.
 - c) Manufacturer, Vendor, Proposer, Offeror, Responder, Respondent, Contractor, or Consultant shall mean that firm submitting a responsive Proposal and subsequently receiving the Contract award from the DTA as the Contractor as detailed in these specifications.

3.
 - a) 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, August 18, 2021**. 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.
 - b) The replies to request under paragraph a) above will be emailed, mailed or faxed out on **Thursday, August 19, 2021** to all prospective proposers.
 - c) 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.

4. **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.

5. Each Proposal and all papers bound and attached thereto and shall be submitted in a pdf attachment marked "**Transit Corridor Study Outreach**" 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.

6. Proposals and other documents submitted by the Proposer shall not stipulate any condition not contained in the specifications.
7. The chosen Proposer or Proposers must sign a Memorandum of Agreement to be submitted with the DTA grant application on or before **August 29, 2021**.
8. Questions concerning this RFP should be directed to Nancy Brown, Procurement Manager, (218) 623-4329 or nbrown@duluthtransit.com. Please note that DTA personnel other than the Procurement Manager are NOT allowed to discuss the RFP with anyone, including Responders, before the Proposal submission deadline.
9. This Request for Proposals (~~RFP~~) does not obligate the DTA to complete the project. Award is subject to the DTA receiving a grant award from the DTA. The DTA reserves the right to cancel this RFP if it is considered to be in its best interest. The DTA may accept or reject any or all proposals, waive minor mistakes, informalities or irregularities in the best interests of the DTA.
10. All Proposals will be retained by the DTA and will not be returned.
11. The terms ~~C~~onsultant, ~~P~~roposer, and ~~R~~esponder will be used interchangeably in this RFP.

12. Protests will only be accepted from prospective Proposers whose direct economic interests would be affected by the award of the Contract or refusal to award a Contract. Procedures for submitting a protest are available on the DTA website at www.duluthtransit.com/doingbusinesswithus.
13. Subcontractors. The Proposer must disclose all subcontractors and their involvement in the Contract at the time of Proposal submittal.
14. The DTA will not be liable for any costs incurred by the professional firm(s) in the preparation of Proposals submitted in response to this RFP, its presentation of the Proposal, or any other activity related to responding to this RFP.

Section 3. COST PROPOSAL

1. The Respondent shall identify a specific area or scope to assist the DTA in its project objectives, and a Cost proposal for the services proposed and hourly rates for the period from January 1, 2022 through December 31, 2023 for all applicable personnel. Respondent shall not include costs for meeting rooms or other direct expenses for public engagement, only for professional services. Direct expenses will be negotiated at the time the DTA is awarded the project.

Section 4 PROPOSAL CONTENTS

Proposal must include:

1. Provide the Responder's full company name and address, indicate main contact people with titles and phone numbers (both fax and voice & Email),
2. The name or names of the individuals to be directly responsible for providing services under the Contract. Include a summary of their prior experience and educational training. Especially important will be the identification and qualifications of the principals to be associated with this Contract.
3. A summary of previous work conducted by the Proposer similar in scope to that requested here. References on these projects should be furnished.
4. The names of other firms or individuals who will assist in performing the required work.

Section 5 PROPOSAL EVALUATION

Cost is not the only determining factor that will be used to determine the successful firm. Proposals will be evaluated based on the following criteria:

- | | |
|--|-----|
| • Qualifications and ability of staff | 35% |
| • Prior Experience with services as noted herein | 30% |
| • Cost | 25% |
| • References | 10% |

At the DTA's option, interviews may be required to determine the successful firm. Proposals must be guaranteed for 90 days after date of opening.

A. Quality and Ability of the Respondent

The technical qualifications and experience of the Respondent will be determined by the following factors:

- " The overall experience of the Respondent in providing services to a public entity;
- " The Respondent's knowledge and understanding of the DTA transit services and/or service area, its customers and residents in the DTA service area
- " The Respondent's experience with public outreach to underserved populations and areas enduring persistent poverty
- " The Respondent's apparent general understanding of equity and inclusion in public engagement, ability to promote awareness of and encouraging community participation
- " The Respondent's ability to devote the needed time to the project

B. Qualifications of Individuals Proposed

" The qualifications of the individuals presented for services to the DTA, length of time in the profession, specialties, experience with public entities.

C. Cost

" Cost evaluation includes an evaluation of hourly rates of proposed staff, estimated number of hours, and hourly rates for proposed services.

D. 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.

E. 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.

Section 6 SELECTION PROCESS

- a. Proposal Evaluation: All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the selection committee. A committee consisting of DTA representatives and/or others will then evaluate all responsive proposals. Upon award of the grant from the FTA, Proposals greater than \$50,000 will be referred to the DTA Board of Directors for approval. The award of a Contract, if made, will be made to the Responder whose proposal best meets the interest of the DTA. The DTA reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Responder whose proposal is deemed to be in the best interest of the DTA.
- b. Oral Presentation: Responders who submit a proposal in response to this RFP may be requested to give an oral presentation of their proposal to the selection

committee. This provides an opportunity for the Responder to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the DTA and may or may not be conducted.

- c. Negotiation: If the DTA is awarded grant funds, DTA staff will negotiate final rates with the Responder to the point that the DTA deems fair and reasonable. If the first selected Responder does not agree to said terms, then the DTA may negotiate with the next most responsive Responder.

Section 7 **SUBMISSION OF PROPOSALS**

1. **Proposals must include the following:**
 - a. **Proposed services, qualifications and experience of proposed staff**
 - b. **Hourly cost for proposed staff and an estimated number of hours to perform the services proposed.**
 - c. **A schedule of hourly rates for additional staff for optional ongoing support.**
 - d. **Required certificates herein.**
 - e. **Three references.**
 - f. **Any other information the Proposer can supply to assist the DTA with evaluating the Proposal.**
2. All Proposals must be signed and delivered in a .pdf attachment to nbrown@duluthtransit.com,

OR in a sealed envelope delivered to:

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

Section 8 **General Information for Responders**

1. **Issuing Office:** the DTA issues this RFP.
2. **Economy of Preparation:** Proposals should be prepared simply and economically, providing a straightforward, concise, unambiguous description of the Responder's ability to meet the requirements of RFP.
3. **Oral Presentation:** Responders who submit proposals may be required to make an oral presentation on their proposal to the DTA. Such presentations provide an opportunity for the Responder to clarify the proposal to ensure thorough mutual understanding. The issuing office will schedule any required presentations.
4. **Disposition of Responses:** All materials submitted in response to this RFP will become property of the DTA and will become public record after an evaluation process is completed and an award decision made. If the Responder submits

information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Mn. Stat. 13.37 the Responder must identify those trade secret materials

Section 9 Attachments

Notice of Funding Opportunity

Map of proposed BRT corridor

Section 9 Required Certificates

Certificate A. **DEBARRED BIDDERS**

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

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

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

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

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

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Name and Title

Signature

Section 10 **FEDERAL TRANSIT ADMINISTRATION Contract Clauses**

Upon award of a grant from the FTA and acceptance of proposals, the DTA shall include the following clauses in its Contract for those non-profit entities whose cost proposal exceeds \$10,000. Additional provisions are applicable for those entities whose proposal exceeds \$25,000.

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.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

49 U.S.C §§7401-7671q; 33 U.S.C §§1251-1387, 2 C.F.R. Part 200, Appendix II (G)
The Contractor agrees:

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

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

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.

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

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.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

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 ay 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.

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

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, 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.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.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.25 TERMINATION 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

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.

A. 29) Notice of Legal Agreement or Litigation

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

Contractor shall promptly notify the Duluth Transit Authority of any current or prospective legal matter that may affect the Duluth Transit Authority or the Federal Government. Legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Duluth Transit Authority or the Federal Government as a party to litigation or any legal agreement in any forum for any reason.

This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Contractor is subject to this Agreement between the Contractor and the Duluth Transit Authority or the Federal Transit Administration, or an agreement involving a principal, officer, employee, agent or subcontractor of the Contractor. Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, promptly means to refer to information without delay and without change.

The Contractor agrees to include the above clause 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.