

REQUEST FOR PROPOSAL (RFP) # 20260831

TRANSIT PLANNING SOFTWARE

ISSUE DATE: AUGUST 31, 2026

PROPOSAL DUE DATE: SEPTEMBER 30, 2026

TIME: 2PM CENTRAL DAYLIGHT TIME



**Duluth Transit Authority
2402 West Michigan Street
Duluth, Minnesota 55806**

Primary Contact:

**Attn: Hector Born
Procurement Manager
Email: hborn@duluthtransit.com
Phone: 218-623-4329**



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1 REQUEST FOR PROPOSAL (RFP)

Duluth Transit Authority (DTA) is soliciting proposals from qualified VENDORS to provide transit planning cloud-based software. The software will be used to support the planning, evaluation, visualization, and analysis of transit routes and service scenarios. State and Federal Funds will be used for the contract that will be awarded to the selected vendor.

2 RFP SCHEDULE

TABLE A illustrates the schedule for the selection of a VENDOR and the awarding of the contract.

TABLE A

Activity	Date
RFP Release (DTA Website)	August 31, 2026
Questions Deadline	September 9, 2026 @ 2 p.m.
Addendum - Response to questions (posted on DTA Website) <i>if required</i>	September 16, 2026
Proposal due date	September 30 @ 2 p.m. 2026
Evaluation	October 1-21, 2026
Interviews & Demos <i>if required</i>	October 1-21, 2026
Final Evaluation & Selection	October 1-21, 2026
Anticipated Contract Award (<i>earliest potential date</i>)	Nov. 2, 2026

Note: All listed times are local in Duluth, Minnesota.

3 GENERAL CONDITIONS

3-1 REQUEST FOR PROPOSALS

- Proposals are requested from qualified firms for cloud-based Transit Planning Software to be used by the Duluth Transit Authority.
- This project is funded in part by a grant from the Federal Transit Administration, Assistance Listing #20.507.
- The DTA reserves the right to accept and/or refuse any or all Proposals, to add or delete work without penalty, in the interest of the DTA.
- Proposers must adhere to all terms of this RFP.
- Proposer will bear all costs incurred in responding to this RFP.
- Prices shall be good for ninety (90) days after the Proposal due date.
- Proposals should include a current W-9.
- Proposals to include all relevant info concerning the submitted proposal.
- This Contract is subject to the approval of the DTA Board of Directors.

3-2 INQUIRIES

All inquiries and other correspondence relating to this Request For Proposals should be emailed to hborn@duluthtransit.com

3-3 DEFINITION OF TERMS

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



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- a) DTA, customer, buyer, or Operator shall mean the DTA.
- b) Project Manager shall mean Jeremy Kroke.
- c) Manufacturer, Vendor, Bidder, Proposer, or Contractor shall mean that firm subsequently receiving the Contract award from the DTA as detailed in these specifications.
- d) Equipment, materials, and work can be interpreted as interchangeable.

3-4 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) DTA officials are NOT authorized to discuss this RFP with anyone, including Bidders, before the Bid submission deadline without permission, except that prime contractors and/or subcontractors may make appointments to discuss these specifications with the Procurement Manager. This, however, does not relieve them from the written documented request required by paragraph c) below. Where prior approval is called for in the specifications, it means prior to the Bid opening. Responses to questions will be provided to all Proposers in the form of an addendum to this RFP.
- c) Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing via email no later than time & date listed on RFP Schedule. 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 unless otherwise approved by the DTA Procurement Manager in writing.
- d) The replies to request under paragraph c) above will be posted in the form of an addendum to this RFP on the DTA website at www.duluthtransit.com/doingbusinesswithus per the time & date listed on RFP Schedule.
- 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 Bidder's responsibility to obtain all documents available for this RFP.

3-5 PREPARATION OF PROPOSAL

Proposals must be submitted on the forms attached. All blanks in the Proposal form must be completed. 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 shall not stipulate any condition not contained in the specifications and other documents submitted for Proposal.

Each Proposal and all required documents shall be submitted via email using subject line "*Transit Planning Software*" to: hborn@duluthtransit.com

Proposals must be received no later than the **time & date listed on RFP Schedule**. Time means local time in Duluth, Minnesota. Late Proposals will not be considered. The DTA reserves the right to accept or reject any and/or all Proposals in the best interest of the Authority.



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No Proposal may be modified after submission except by written modification electronically or 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 .pdf attachment in an email to hborn@duluthtransit.com.

3-6 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn at any time before the bid closing date. Proposals withdrawal requests shall be sent to hborn@duluthtransit.com, using subject line ***"WITHDRAWAL OF PROPOSAL – Transit Planning Software"***, before the time set for the Bid opening.

3-7 CONSIDERATION OF PROPOSAL

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 the specifications, to reject any and/or all Proposals, including, but not limited to the determination that the Proposal was incomplete, non-responsive, obscure or lacking the necessary details and specificity, that the Proposer lacks qualifications, experience and/or responsibility necessary to provide the goods and services, or that Proposer failed or neglected to complete and submit any information within the time specified. The DTA may cancel the RFP, issue subsequent RFPs, or waive any errors or informalities in any Proposal, in the best interests of the DTA.

The Evaluation Committee will choose the proposal that is the best value for the DTA.

3-8 PROPOSAL DOCUMENTS, ADDENDA

It is the Proposer's responsibility to assure the receipt of all procurement documents, including addenda, pertaining to this Request for Proposals. All documents will be posted online at <https://www.duluthtransit.com/home/doing-business/procurements/>.

3-9 PROPOSAL CONTENTS CERTIFICATION

By submitting a Proposal, the Proposer warrants that the information provided is true, correct and reliable for purposes of Contract award. The submission of inaccurate or misleading information may be grounds for disqualification from Contract award and may be subject the Bidder to suspension or debarment proceedings, as well as other remedies available to the DTA.

3-10 CONTRACT FORM AND CHANGES

The chosen Proposer, within twenty (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 changes to this Contract shall be submitted to the DTA Procurement Manager no later than ten (10) days prior to Proposal due date for DTA consideration. Approval of requested changes shall be solely at the DTA's discretion. 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.

The Proposer shall at once report to the Procurement Manager any error, inconsistency, or omission it may discover in the Contract Documents. Failure to report such errors, inconsistencies or omissions immediately when the Proposer discovers them, or should have discovered them if the Proposer had



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conducted the Due Diligence required of the Proposer, will void any claim by the Proposer for an equitable adjustment based on the errors, inconsistencies or omissions. Additionally, if the failure to report such errors, inconsistencies or omissions results in damages to the DTA, the selected Proposer will be responsible to compensate DTA for those damages to the extent that the damages could have been avoided had the Proposer reported the errors, inconsistencies or omissions when it first discovered them, or should have discovered them.

3-11 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 contract and according to these specifications. Any items omitted from the specifications which are clearly necessary for delivery of goods or services 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, manufacturer or supplier in the omission of any part or detail which goes to make the equipment complete and ready for service or use.

Proposer acknowledges and agrees that it will not and cannot assume conditions affecting the work based upon documents and information provided by the DTA or representations and statements made by DTA personnel. The DTA assumes no responsibility for any conclusions or interpretations made by the Proposer based on the information made available by the DTA. Nor does the DTA assume responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agents before the execution of the Contract, unless that understanding or representation is expressly stated in this Contract.

3-12 DISPOSITION OF RESPONSES

All materials submitted in response to this RFP will become the property of the DTA, and will become public record in accordance with Minnesota Statutes §13.591 after the award process is complete. Pursuant to the statute, if a Proposer submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the Proposer must:

- Clearly mark all trade secret materials in its Proposal at the time of Proposal submittal
- Include a statement with the Proposal justifying the trade secret designation for each item
- Respondent may not declare the entire Proposal confidential; and
- Defend any action seeking release of the materials it believes to be trade secret; and
- Indemnify and hold harmless the DTA, and ATE Management of Duluth, and the Minnesota Department of Transportation and their agents and employees, from any judgements or damages awarded against the DTA, and ATE Management of Duluth, and the Minnesota Department of Transportation in favor of the party requesting the materials, and all costs connected with that defense. This indemnification survives the DTA's award of a Contract. In submitting a Proposal in response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the DTA. DTA is required to keep all basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.



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- Notwithstanding the above, the above DTA may determine those items marked as trade secret materials to be public under MN Government Data Practices Act Minnesota Statutes, Chapter 13.

3-13 PROTEST PROCEDURES

Protests will only be accepted from prospective Proposers or offerors 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 Invitation for Bids, RFPs, including, without limitation, the pre-award procedure, the Instructions to Bidders or 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 or the bid or 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, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance of their bids or 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.

3-14 ORGANIZATION CONFLICTS OF INTEREST

- a) An organization 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.
- b) The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Administration. 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 Administration as set forth below.
- c) 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 Administration in analyzing the situation.
- d) The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Administration, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel



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review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Administration.

- e) If the DTA's Director of Administration, 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 Administration 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 Administration has the discretion to terminate the contract for default. No determination by the DTA's Director of Administration under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (MAY 2014)," which is also incorporated by reference herein.
- f) 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.

3-15 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax. Please note Minnesota Department of Revenue Notice #17-10, "Sales and Use Tax" for further information.

3-16 PROMPT PAYMENT TO SUBCONTRACTORS

In accordance with Minnesota § 337.10 (3), Contractor shall pay any subcontractor or material supplier within ten (10) days of receipt by the party responsible for payment of undisputed services provided by the party requesting payment. The Contractor shall pay interest of at least one and one-half percent (1-1/2%) per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

Contractor shall further require this provision to be included in all contracts between subcontractors and sub-subcontractors of any tier.

3-17 SUBCONTRACTOR REPORTING

- a) The Contractor shall disclose all Subcontractors and their involvement in the project at the time of Proposal submittal.
- b) The Contractor shall ensure that procurement activities for its Subcontractors (of any tier) and Suppliers on the project comply with the DTA's guidelines and requirements. The DTA reserves the right to reject any Subcontractor (of any tier) or Supplier without cause, and prior to award, upon notice from the DTA Procurement Manager, Contractor shall seek a different Subcontractor or Supplier in compliance with the above provisions.
- c) The Contractor shall insert the required Federal and State provisions into every subcontract, along with the applicable prevailing wage determination(s) and require submission of weekly reports in accordance with the specifications herein.



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- d) If any Subcontractor employed by the Contractor or any person employed by the Contractor or by a Subcontractor fails to perform the assigned Work in a proper and skillful manner, or becomes intemperate, disorderly, abusive or harassing, the Contractor shall remove that Subcontractor or person from the project as directed in writing by the DTA. The Contractor shall not employ that Subcontractor or person again on any portion of the project unless otherwise approved by the DTA in writing. If the Contractor fails to provide suitable and sufficient personnel for the proper execution of the Work, the DTA may suspend Work until the Contractor complies with the direction from the DTA.
- e) Contractor shall provide with each pay application submitted to the DTA, a separate, itemized summary of all retainage Contractor has withheld from subcontractors and suppliers on the project.
- f) Contractor shall provide a copy to the DTA of any notices to proceed, default notifications, notice to cure, termination notices, lien waivers, contract close-out documents, notice of acceptance, or other correspondence with Subcontractors (of any tier) and suppliers relevant to the project.
- g) In the event a subcontractor (of any tier) or supplier is found in default of any applicable federal, state or local law, ordinance, regulation or requirement promulgated by any agency as it relates to the project, or in default of their contract, Contractor shall immediately report such default to the DTA in writing along with any documents, reports or other information pertinent to the default.

3-18 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 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.

3-19 SINGLE RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price analysis may be requested of the Proposer. A cost or cost and price analysis and evaluation, and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the DTA Procurement Manager determines a cost analysis is required, the Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead, etc.) and documentation supporting all cost elements.



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3-20 NO ENDORSEMENT

The Contractor must not claim that the DTA, the Federal Transit Administration or the Minnesota Department of Transportation endorses the Contractor's products or services.

3-21 TERMS OF CONTRACT

Initial Term: 3 years from contract award.

Renewal Option: One (1) optional 2-year extension (total 5 years). DTA will notify VENDOR in writing 30 days prior to end of initial term.

Termination for Convenience: DTA may terminate with 60 days' notice after Year 1. VENDOR paid for services rendered up to termination date.

4 Proposal Requirements

In addition to the required attachments listed below, VENDORS proposals may include additional attachments with information deemed part of proposal package. All file attachments to DTA shall be in .PDF format.

Proposal- submit as a single combined PDF.

- company name, address, primary contact (email/phone)
 - Acknowledgement of addendums (if none – note as such)
- 2. Company Overview**
- 3. Approach and Qualifications**
- 4. References (Minimum 3)**
 - Contact name, title, email, phone
 - Agency size (revenue, fleet, employees), type of services (Fixed Route), years of service
- 5. Schedule**
- 6. Required Forms**
 - ATTACHMENT D: Price Proposal Form
 - ATTACHMENT E: Certification Regarding Debarment, Suspension...
 - ATTACHMENT F: Conflict of Interest Checklist & Disclosure Form
 - ATTACHMENT G: Responder Declarations
 - ATTACHMENT H: Affidavit of Non-collusion
 - ATTACHMENT I: Certification Regarding Lobbying
 - ATTACHMENT J: Certification Regarding Federal Tax Liability...
 - ATTACHMENT K: Proof of Responsibility Statement
- 7. Other Required Documents**
 - W-9
 - Other Required Documents
- 8. Required Documents After Contract Award**
 - Certificate of Insurance

5 Evaluation of Proposals

All Proposals received by the deadline, that are responsive and responsible, will be evaluated. The DTA intends to award the Contract to the VENDOR that is demonstrated to be the most advantageous to the DTA, with respect to cost and other factors considered as outlined herein.



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The recommendation for the award will be subject to review and approval by the DTA Board of Directors.

All proposals will first be reviewed to ensure compliance with the requirements of this RFP. Proposals will then be evaluated based on the criteria outlined in the ATTACHMENT B – Scope of Work.

The DTA may conduct interviews with VENDORS as part of the evaluations. Interviews will be conducted virtually via Microsoft Teams meeting.

The DTA reserves the right to award on the basis of initial Proposal Offer without any further discussions or negotiations. DTA also reserves the right to negotiate with a VENDOR who submits a proposal that meets or exceeds the requirements identified in the RFP.

VENDORS may be required to submit additional information to advance the review and selection process. Requested information must be provided within five (5) business days unless otherwise specified by DTA. Failure to provide required information may result in the proposal being rejected.

6 EXAMPLE CONTRACT | TERMS AND CONDITIONS

The DTA plans to use ATTACHMENT C - EXAMPLE CONTRACT (DTA) TERMS & CONDITIONS. Suppliers are advised to review ATTACHMENT C and are responsible for taking the requirements into account when preparing their proposal and estimate. The DTA is open to considering the use of suppliers' SaaS agreement/Software Contract if more appropriate.

Submitted Proposal should include one of the following:

- 1) Statement certifying that, if their proposal is accepted, the supplier agrees to comply with ATTACHMENT C - EXAMPLE CONTRACT (DTA) TERMS & CONDITIONS.
- 2) Statement identifying any condition or exception to ATTACHMENT C. DTA will assess whether the condition or exception is acceptable or not.
- 3) Suppliers SaaS agreement/Software Contract, with the inclusion of FTA Required Contract Clauses and the understanding that the DTA will review and identify conditions and/or exceptions.



ATTACHMENT A - FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

A.1 ACCESS TO RECORDS

49 U.S.C. § 5325(g)

Clause Language

- 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 contract

A.3 BUS TESTING

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

Does not apply to this contract

A.4 BUY AMERICA REQUIREMENTS

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

Does not apply to this contract

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.

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

Clause

It is the policy of the Duluth Transit Authority and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49



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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 DBE's 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 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



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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

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by



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the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

A.11 ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.; 49 CFR Part 622, Subpart C

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

A.12 FLY AMERICA

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

48 C.F.R. Part 47.4

Does not apply to this procurement

A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

Executive Order 12549, Executive Order 12689

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



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requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

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

A. 14 LOBBYING RESTRICTIONS

31 U.S.C. 1352, 2 CFR §200.450

2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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.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



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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) ("13(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

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

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



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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.

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 and Video Surveillance Services or Equipment

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);



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(3) Telecommunications or video surveillance services provided by such entities or using such equipment;
or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled–

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the DTA on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical



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technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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



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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.

A.30 FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

FTA MA(29) February 7, 2022 Sec (G)

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

- (A) Does not have any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (B) Was not convicted of the felony criminal violation under any federal law within the preceding 24 months.

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

A. 31 TRAFFICKING IN PERSONS

FTA MA(19) February 7, 2022, Sec (F) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. §7104(g) and 2 C.F.R. Part 175

The Contractor will inform the Duluth Transit Authority immediately if any information it receives from any source alleging a violation of the prohibitions listed in this section.

Prohibition:

The Contractor agrees that it, its employees, its Subrecipients, and its Subrecipients’ employees that participate in the Contractor’s award may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Contractor’s underlying agreement is in effect;
- b) Procure a commercial sex act during the period of time that the Contractor’s Underlying Agreement is in effect;
or
- c) Use forced labor in the performance of the Contractor’s Underlying Agreement or sub agreements.



ATTACHMENT B - SCOPE OF WORK

1. Purpose

The Duluth Transit Authority (DTA) seeks cloud-based software to support the planning, evaluation, visualization, and analysis of transit routes and service scenarios. The software will enable staff to design and assess service changes, estimate operational impacts, produce quality maps for communication of service impacts, delays, detours, and concepts to both internal and external stakeholders. The software should be user-friendly and easy to operate.

2. Intended Uses

The system will support the following primary activities:

- Designing new transit routes and modifying existing routes
- Creation of maps for the purpose of communicating service changes such as detours, new routes, or route modifications
- Evaluating service coverage, accessibility, and network performance
- Developing and comparing alternative service scenarios
- Visualizing transit networks on interactive maps
- Estimating operational characteristics such as route length, service hours, and vehicle requirements

3. Core Functional Capabilities

Map-Based Network Editing

- Interactive map interface for route creation and modification
- Quick modification of routes and stops
- Visualization of routes and service patterns
- Tools that aid in communication such as:
 - Arrows that indicate route directionality
 - Text boxes
 - Route Names and Numbers along route length
 - Route Color modification

Street Network Integration

- Align routes along underlying street network
- Ability to drag and edit routes in a way that snaps to roadway network
- Automatically calculate distances and time estimates along network

Scenario Planning and Analysis

- Evaluate network coverage and accessibility
- Integrate American Community Survey (ACS) data into the scenario planning and analysis functionality”
- The system should enable analysis of transit scenarios using demographic and socioeconomic data, including ACS data, to assess service coverage, accessibility and equity impacts



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- The system should allow for use of data layers such as population density, demographics, and job density and the overlaying of these layers to provide quick assessment of transit accessibility and impacts when planning service scenarios
- Estimate operational metrics such as route distance, service hours, and fleet requirements.

4. Data Integration and Standards

- Import spatial datasets represent routes, stops, or street networks
- Export route networks, stops, and service metrics for analysis or GIS use
- Integrate relevant planning datasets (ridership, demographic, or operational data)
- Support GTFS transit data
- Ability to import and export relevant data formats such as shapefiles, GeoJSON, Excel, and csv files

5. Visualization and Communication

- Interactive map visualization of routes, stops, and service scenarios
- Tools to communicate network changes or impacts due to service changes, detours, or route modification concepts
- Ability to export maps for the purpose of public announcements and outreach

6. Collaboration Features

- Ability for multiple users to work on the same projects
- Ability to create maps with limited editing access for the purpose of public outreach
 - For example, ability to only add comments, pins, etc.
- Ability to track scenario versions, and edits

7. Data Security

Cloud-based service and login must be over a secure connection. Data must be encrypted to the latest standards. All data stored in the Cloud must be free from any Personally Identifiable Information (PII). Any PII data requires appropriate protection and shall not be publicly available. Vendors will confirm these items and explain full security measures in their Written Proposal Response.

8. Service Levels

Supplier to include their minimum service levels, and should include service credits as a non-exclusive remedy for SLA shortfalls.

9. Data Ownership & Protection

Any data in the Cloud environment is understood to be the property of the DTA. If the agreement between DTA and cloud provider or vendor is cancelled, it is understood that all data can be exported to the DTA. In the event of a contract termination, the supplier agrees to make all necessary good-faith efforts to cooperate in the transition of DTA information back to the DTA or to other, new vendors.

The supplier shall not use, disclose, or distribute any data provided by DTA except as may be requested by the DTA and for DTA purposes. In the event the supplier is contacted by any law enforcement or regulatory agency with



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any lawful order regarding DTA data, the supplier shall promptly notify the DTA of such contact to the extent allowed by law. The supplier shall provide copies of DTA data to the DTA upon request.

If applicable, GPS data, and specifically route identifiers and location coordinates, are not considered potentially sensitive data. Both parties understand that this GPS data may be an element of this system and that temporary access to this GPS data may, in fact, be disclosed to the public through the public's use of an associated application or website to enhance the public's use of the DTA.

10. Product Training

The selected supplier will provide training for designated DTA staff. The training will cover operation of the software supplied in conjunction with this RFP, including any optional items purchased. This training will prepare DTA staff for use of the software. On-line training is preferred and can be provided via video conferencing at times that are convenient to DTA staff. In addition, the selected supplier can provide supplemental recorded video training for use by existing or new staff after the initial training is completed.

The awarded supplier shall also provide training materials in digital format and downloadable by the DTA. All initial and ongoing training must be included in cost. Ongoing training shall also be provided to DTA staff, as needed, for any new product features and updates released by vendor after product implementation at no extra cost.

11. Support & Maintenance

Ongoing product support shall be included in the price. Suppliers' support will be accessible via phone, web and email with a turnaround response time of less than 3 hours for any mission critical components. Base support shall be available during normal business hours. Standby support shall be available at all other times, including weekends, nights and holidays when needed in case of severe emergencies.

Software enhancements or upgrades shall be included in price. A notification from the awarded vendor summarizing changes will be emailed to DTA prior to implementing enhancements or upgrades.

Any proposed ongoing licensing and maintenance fees must include a commitment to maintaining a minimum level of reliability or uptime. Fully functioning planning software is essential to maintaining transit operations. The DTA's expectation is that the selected product will function as described in this scope and be available.



ATTACHMENT C - EXAMPLE CONTRACT (DTA) TERMS & CONDITIONS

Duluth Transit Authority (DTA) • Contract No. _____ RFP No. _____

1. PARTIES; EFFECTIVE DATE

This firm fixed price Contract ("Contract") is entered into by and between the Duluth Transit Authority ("DTA"), 2402 W. Michigan St., Duluth, MN 55806, and [VENDOR Legal Name], a [State and Entity Type] with offices at [Address] ("VENDOR"), effective as of the date of last signature below ("Effective Date").

2. ORDER OF PRECEDENCE; ENTIRE AGREEMENT

The Contract Documents in priority order consist of: (a) FTA Required Contract Clauses (as applicable); (b) this Contract; (c) the RFP and all addenda; (d) VENDOR's final proposal and clarifications; (e) DTA's Standard Terms and Conditions; and (f) executed change orders/amendments. This Contract is the entire agreement regarding its Subject matter.

3. TERM; RENEWALS

The initial Contract term is three years, from _____ until _____ and shall remain in effect , or unless terminated earlier as provided herein.

The DTA may, at its sole discretion, extend the term of this Contract for a period of two years , from _____ until _____, upon written notice to the Contractor. If the DTA extends the term of the Contract, all of the terms and conditions of the Contract shall continue unmodified, in full force and effect.

4. SCOPE OF WORK (SAAS)

VENDOR will provide transit planning software to support the DTA in planning, evaluation, visualization, and analysis of transit routes and service scenarios

5. HOSTING, SECURITY, AND COMPLIANCE

Hosting: U.S.-based data centers with redundancy, daily backups, and disaster recovery (RTO ≤ 24 hours; RPO ≤ 24 hours).

Security: Encryption in transit and at rest; documented information security program (e.g., SOC 2 Type II or equivalent).

Breach Notification: VENDOR shall notify DTA of any security incident affecting DTA Data within 48 hours of confirmation, cooperate in remediation, and provide root cause analysis.

Compliance: VENDOR must comply with applicable law, and reasonable audit/assessment requests.

6. DTA DATA; INTELLECTUAL PROPERTY

Ownership: DTA retains all rights in DTA Data. VENDOR receives a limited license to process DTA Data solely to perform this Contract.

Usage Data: Aggregated, de-identified analytics permitted without revealing DTA Personal/Confidential Information.

Software IP: The Software remains VENDOR IP; DTA has a right to access/use during the Term.



7. SERVICE LEVELS (SLA)

VENDOR will meet the following minimum service levels. Service credits apply as a non-exclusive remedy for SLA shortfalls.

Metric	Target	Notes / Credits
Monthly Uptime	≥ 99.5%	Credits of []% of monthly fee per []% below target (cap []%).
Priority 1 (System Down)	Response ≤ 1 hr; workaround ≤ 4 hrs; resolution ≤ 1 business day	24x7 coverage for P1.
Priority 2 (Severe Degradation)	Response ≤ 2 hrs; resolution ≤ 2 business days	Notice of root cause upon resolution.
Priority 3 (Functional Defect)	Response ≤ 1 business day; included in next patch	Targeted scheduling communicated in release notes.

8. SAAS SERVICES WARRANTY; SUPPORT & MAINTENANCE

The supplier warrants that during the Term the SaaS Services will perform materially in accordance with the Documentation. The Suppliers sole liability for breach of the warranty shall be to correct the non-conforming SaaS Services at no additional charge to the DTA, or in the event Supplier is unable to correct the deficiencies after good-faith efforts and within a commercially reasonable timeframe, The DTA shall be entitled to terminate the applicable SaaS Services for breach and Supplier will refund the DTA for any fees prepaid by the DTA attributable to the defective SaaS Services for the period commencing from the date Supplier received the notice contemplated in the next sentence. To receive warranty remedies, the DTA must promptly report deficiencies in writing to Supplier, but no later than thirty (30) days of the first date the deficiency is identified by the DTA. The warranty set forth in this Section shall apply only if the applicable SaaS Services have been utilized in accordance with this Agreement, and applicable law.

9. CONFIDENTIALITY; PUBLICITY/ENDORSEMENTS

Confidential Information obligations survive three (3) years (and indefinitely for trade secrets, security documents, and DTA Data). VENDOR must obtain DTA approval prior to publicity and may not claim DTA endorsement.

10 . PRICING

The DTA shall pay the Contractor in current funds for the fixed price as set forth in Attachment C – Price Proposal Form.

11. INVOICING, AND PAYMENT

All invoices shall reference the Contract Number# _____, and include any required supporting documentation. Invoices are to be emailed to finance@duluthtransit.com



Undisputed invoices will be paid within 30 days.

12. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees that it shall defend, indemnify, and hold harmless the DTA, ATE Management of Duluth, their officers, employees, and agents, from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by Contractor or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the DTA, and ATE Management of Duluth in all matters where claims of liability against the DTA, or ATE Management of Duluth arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of the Contractor, including but not limited to the failure to supervise, breach of warranty, IP infringement, or breach of confidentiality/security, the failure to warn, the failure to prevent such act or omission by Contractor, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against DTA, or ATE Management of Duluth. On ten days' written notice from the DTA, or ATE Management of Duluth, the Contractor shall appear and defend all lawsuits against the DTA, and ATE Management of Duluth growing out of such injuries or damages. Contractor shall not be required to indemnify DTA, and ATE Management of Duluth for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omission of the DTA, and ATE Management of Duluth. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Contractor. Nothing in this provision shall affect the limitations of liability of the DTA, and ATE Management of Duluth as set forth in Minnesota Statutes Chapter 466. The Contractor understands this provision may affect its rights and may shift liability and specifically agrees to the same.

13. INSURANCE

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, and ATE Management of Duluth, from all liability described in the paragraph above.

Coverage	Minimum Limits	Key Requirements
Commercial General Liability	\$2,000,000 per occurrence; \$2,000,000 aggregate	Additional insured (DTA & State); primary & non-contributory.
Commercial Auto Liability	\$2,000,000 CSL	Owned, hired, non-owned.
Professional/Tech E&O	\$2,000,000 per claim; \$2,000,000 aggregate	Retro date ≤ Effective Date; maintain 3 yrs post-completion or ERP.
Cyber/Privacy Liability	\$2,000,000 aggregate	Breach response, privacy, network security.
Workers' Comp / Employer's Liability	Per statute (MN); \$100k/\$500k/\$100k minimums	Provide COI prior to work; A.M. Best A/VII carriers.



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Additional Insured: DTA and ATE Management of Duluth SBC shall be named as Additional Insured under Commercial General Liability, Excess/Umbrella Liability*, and Automobile Liability. Alternatively, Contractor may provide an Owners-Contractors Protective policy naming itself and DTA/ATE Management of Duluth SBC.

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.

Certificates showing that Contractor is carrying the above-described insurance in the specified amounts shall be furnished to the DTA within (10) days of 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.

14. IP INFRINGEMENT REMEDY

VENDOR will defend/resolve IP claims and, if enjoined, procure rights, replace, or modify to be non-infringing without material loss of functionality. If none is feasible, DTA may terminate the affected portion for a pro-rata refund of prepaid, unused fees.

15. RECORDS; AUDIT; MINNESOTA GOVERNMENT DATA PRACTICES ACT

VENDOR will maintain books and records for six (6) years and make them available to DTA, the Minnesota State Auditor, or authorized representatives upon request. VENDOR is subject to Minn. Stat. Ch. 13.

16. COMPLIANCE; NONDISCRIMINATION; EQUAL PAY; AFFIRMATIVE ACTION

VENDOR will comply with applicable federal and state requirements, including nondiscrimination, affirmative action, and equal pay certification thresholds.

17. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Clauses are incorporated by reference and flow down to Subcontractors at required tiers.

18. TAXES

DTA is exempt from federal excise and certain state/local taxes as allowed by law. VENDOR remains responsible for its taxes.

19. ASSIGNMENT; SUBCONTRACTING; CONFLICTS

No assignment or Subcontracting without DTA's prior written consent. VENDOR will avoid and disclose organizational conflicts of interest.

20. TERMINATION; SUSPENSION; FUNDING OUT

DTA may terminate for convenience or for cause (Subject to cure). Suspension/termination may occur for lack of funding. If a suspension for funding is not lifted within 90 days, VENDOR may terminate upon written notice.



21. DISPUTES; VENUE; CONTINUING PERFORMANCE

This Contract 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 a 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.

Vendor shall continue performance during disputes.

22. INDEPENDENT CONTRACTOR

VENDOR and its personnel are independent contractors and is not an employee of the DTA for any purpose. No statement contained in this Contract shall be construed so as to find Contractor to be an employee of the DTA, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the DTA, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

23. COMMUNICATIONS

Telephone calls may be used to expedite communication but shall not be official communication unless confirmed in writing. Communications in connection with this Contract shall be in writing by e-mail addressed to the DTA Project Manager and Procurement Manager and of the Contractor designated to receive such communications.

DTA Project Manager: _____ Phone: _____ Email: _____

VENDOR Contact: _____ Phone: _____ Email: _____

24. SEVERABILITY

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

25. COUNTERPARTS

This Contract 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 Contract 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 Contract shall have the same effect as physical delivery of the paper document bearing the original signature.

DULUTH TRANSIT AUTHORITY (DTA)

By: _____

Name: _____

Title: CEO/Executive Director

Date: _____

CONTRACTOR LEGAL NAME

By: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT D - PRICE PROPOSAL FORM

The following table must be completed and submitted as part of the proposal. Additional supportive documentation can be included in your submitted package proposal as attached documents.

Additional documentation can be attached to illustrate your costs, but are not required at this time but may be requested by the DTA.

ATTACHMENT C TABLE 1, Base & Option Years

Category	Description	Subtotal
First Year - base	Annual Software subscription/license and support - Includes all expenses necessary to fulfill specifications & requirements of this RFP.	\$ _____
Second Year – base	Annual Software subscription/license and support.	\$ _____
Third Year – base	Annual Software subscription/license and support.	\$ _____
Fourth Year - option	Annual Software subscription/license and support.	\$ _____
Fifth Year - option	Annual Software subscription/license and support.	\$ _____
Optional items		
		\$ _____
		\$ _____
TOTAL		\$ _____

Note: All Proposals must be signed and transmitted via a .pdf attachment in an email to hborn@duluthtransit.com, using subject line "Transit Planning Software"

Signed: _____
Title: _____
Company Name: _____
Phone: _____
Address: _____
Email (required): _____
Date: _____

Addendum Acknowledgement

Number	Date
_____	_____
_____	_____
_____	_____



ATTACHMENT E - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

The VENDOR shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 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 VENDOR shall verify that its principals, affiliates, and SUB VENDORS are eligible to participate in this federally funded contract and are not presently declared by any Federal department or DTA 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.

Responder’s firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____



ATTACHMENT F - CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to the DTA, however, the Disclosure of Potential Conflict of Interest form should be submitted as a separate attachment along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime VENDOR and all proposed SUB VENDORS.

Checklist is not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. Proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by the DTA’s RFP ADMINISTRATOR for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to DTA’s RFP ADMINISTRATOR; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. DTA personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the Contract notwithstanding the potential conflict. DTA personnel may consult with DTA’s Project Manager. By statute, resolution of conflict-of-interest issues is ultimately at the sole discretion of the DTA’s RFP ADMINISTRATOR.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. DTA reserves the right to cancel or amend the resulting Contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. DTA recognizes that proposers must maintain business relations with other public and private sector entities in order to continue as viable businesses. DTA will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not DTA’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to DTA. DTA would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, DTA must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, Subdivision 10(a) places limits on DTA’s ability to Contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “VENDOR” includes “PROPOSER” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the VENDOR is unable or potentially unable to render impartial assistance or advice to the state; (2) the VENDOR’s



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objectivity in performing the contract work is or might otherwise be impaired; or (3) the VENDOR has an unfair advantage.

An organizational conflict of interest may exist in any of the following cases:

- The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- The PROPOSER is providing services to another governmental or private entity and the PROPOSER knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this Contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a DTA project if a local government has also retained the proposer for the purpose of persuading DTA to stop or alter the project plans.
- The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- The proposer has a business arrangement with a current DTA employee or immediate family member of such employee, including promised future employment of such person, or a Subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former DTA employees, or their immediate family members. **Comment:** this provision is not intended to supersede any DTA policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.



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- The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organizational conflict of interest exists.
- Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Responder’s firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Hector Born, contract personnel.



ATTACHMENT G - RESPONDER DECLARATIONS

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

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other VENDOR designed to limit fair or open competition; and
 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- E. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, the VENDOR will be required to register in a free portal to report diverse spend. Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.
- F. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any DTA, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
 3. The undersigned must require that the language of this certification be included in the award documents for all SUB-awards at all tiers (including Subcontracts, SUB-grants, and contracts under grants, loans, and cooperative agreements) and that all SUB-recipients must certify and disclose accordingly.



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

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Authorized Signature

Responder's firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____



ATTACHMENT H - AFFIDAVIT OF NON-COLLUSION

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

That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, have authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids have been arrived at by the bidder 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 bid, designed to limit independent bidding or competition.

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and

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.

Responder's firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____



ATTACHMENT I - CERTIFICATION REGARDING LOBBYING

31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49
C.F.R. part 20

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DTA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

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

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

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

Responder's firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____



ATTACHMENT J - CERTIFICATION REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

Applicability to Contracts

Prior to entering into any Third-Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third-Party Participant a certification attesting from third-party that they do not have outstanding federal tax liabilities and have not been convicted of a felony crime in the last 24 months.

Flow Down

The Recipient agrees to require the VENDOR to flow this requirement down to participants at all lower tiers, without regard to the value of any SUB agreement.

Clause Language:

(1) The VENDOR certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the VENDOR cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the VENDOR to flow this requirement down to participants at all lower tiers, without regard to the value of any SUB agreement.

The VENDOR, _____, certifies or affirms the truthfulness and accuracy of each
Name

statement of its certification and disclosure, if any. In addition, the VENDOR understands and agrees that the provisions that apply to this certification and disclosure, if any.

Responder's firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____



ATTACHMENT K - 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 from past 3 years.)



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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.

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.

Responder’s firm name: _____

Printed name: _____

Title: _____

Email: _____

Telephone: _____

Authorized signature: _____

Date (mm/dd/year): _____