Duluth Transit Authority

REQUEST for PROPOSALS

RFP# 2026.10.29

FOR

SECURITY SERVICES CONTRACT

November 29, 2026

Duluth Transit Authority
2402 W. Michigan St
Duluth, MN 55806
(218) 623-4329
email: hborn@duluthtransit.com

Duluth Transit Authority
Request for Proposals

The Duluth Transit Authority (DTA) is seeking proposals from qualified firms for onsite security services at DTA properties.

Proposals must be received no later than **12:00 p.m., November 20, 2026**.

Specifications and bid requirements are contained herein.

The DTA hereby notifies all respondents that it will affirmatively assure that in regard to any contract entered into pursuant to this advertisement, equal opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, gender, marital status, disability, or age in consideration for an award. The DTA encourages participation of small or disadvantaged business enterprises in DTA contracts.

The DTA reserves the right to accept or reject any and/or all responses or waive any informalities, or to delay or cancel this request in the best interest of the DTA, at its sole discretion. All expenses incurred in responding to this notice shall be borne by the respondent.

This request does not obligate the DTA to complete the work contemplated in this notice and DTA reserves the right to accept or reject any or all bids or waive any minor informalities for good cause upon a finding that it is in the public interest to do so.

RFP Schedule			
Procurement Event	**Location of Event, or link/email**	**Date**	**Time**
Date of Release	Online:https://www.duluthtransit.com/home/doing-business/procurements/	October 29, 2026	
Preproposal Tour/Meeting	Duluth Transportation Center 228 West Michigan Street, Duluth, MN. **RSVP to: hborn@duluthtransit.com**	November 10, 2026	1:00 p.m.
Request for Clarifications	**Email to: hborn@duluthtransit.com**	November 12, 2026	12:00 p.m.
Response to Clarifications	Written Addendum posted on DTA Website: https://www.duluthtransit.com/home/doing-business/procurements/	On or before November 16, 2026	
Bids Due	**Email to: hborn@duluthtransit.com**	November 20, 2026	12:00 p.m.
Award	**Successful bidder will be notified via email**	As early as December 31, 2026	

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Section 1. GENERAL CONDITIONS

G-1 REQUEST FOR PROPOSALS

a) Proposals are requested from qualified firms for the provision of Security Services for the Duluth Transportation Center located at 228 West Michigan Street, and Transit Center East, located at 214 West Superior Street, Duluth, MN 55806.

b) Proposals shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein, which shall be considered an essential part of the Contract Documents.

c) The Duluth Transit Authority (DTA) reserves the right to accept or reject any or all Proposals in the best interest of the DTA.

d) Proposers must adhere to all terms of this RFP.

e) Proposer will bear all costs incurred in responding to this RFP.

f) Proposal and proposal prices shall be good for ninety (90) days after the due date.

e) The DTA will not be under any obligation for payment of precontractual expenses, including expenses for preparing or submitting a Proposal in response to this Request for Proposal ("RFP"), negotiating with the DTA on any matter related to this RFP, and/or other expenses incurred by the Proposer prior to the date of the award.

f) Proposals are due by the date and time listed on the RFP Schedule.

g) Proposals must include a W-9

h) The DTA will hold a preproposal meeting which will include a tour of facilities. See RFP Schedule for date, time and RSVP instructions. Attendance is not mandatory but strongly encouraged. A separate Tour of the facilities will be permitted if not attending preproposal meeting. Please make requests to hborn@duluthtransit.com to arrange a tour.

i) The DTA intends to issue notice of award as early as December 1, 2026 with a start date of January 1, 2027.

j) This contract is funded by grants from the Federal Transit Administration, and the Minnesota Department of Transportation.

G-2 INQUIRIES

All inquiries, clarifications, questions and other correspondence relating to this Request For Proposals can be emailed to hborn@duluthtransit.com and should reference the RFP # in the subject line.

G-3 DEFINITION OF TERMS

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

A) DTA, customer, buyer, or Operator shall mean the DTA.

a) The DTA Project Manager is Cheri Soileau, Chief Administrative Officer.

b) Manufacturer, Vendor, Consultant, Proposer, or Contractor shall be interchangeable and mean that firm subsequently receiving the Contract award from the DTA as detailed in these specifications.

c) Services, patrols, guards, and work can be interpreted as interchangeable.

G-4 COMMUNICATION

a) DTA officials are NOT authorized to discuss this RFP with interested Vendors before the RFP submission deadline.

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**.

d) The replies to request under paragraph b) above will be posted in the form of an addendum to this RFB 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 per the **time & date listed on RFP Schedule**.

G-5 PREPARATION OF PROPOSAL

Proposals must include the forms attached. All blanks in the Proposal forms 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 emailed using subject line ***"Security Services Contract RFP – RFB# 2026.10.29"*** 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.

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 or securely sealed envelope marked as indicated on the Proposal Form.

G-6 WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal at any time before the bid closing date. Proposals withdrawal requests shall be sent to hborn@duluthtransit.com, using subject line ***"WITHDRAWAL OF PROPOSAL – Security Services Contract RFP"***, before the time set for the RFP due Date.

G-7 EVALUATION 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 these 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.

See section 7 for evaluation criteria. The Evaluation Committee will choose the proposal that is the best value for the DTA.

G-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/.

G-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.

G-10 CONTRACT FORM AND CHANGES

A sample Contract is included in this RFP. Any proposed changes to this Contract shall be submitted with proposal for DTA consideration, see RFP schedule. Proposed changes will be considered in award decision. 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 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.

The chosen vendor shall sign the formal Contract within twenty (10) days after the Contract is sent for signature.

G-11 BONDING REQUIREMENTS

The selected firm shall be licensed, bonded and insured for these types of services, and must include documentation thereof in its proposal.

G-12 PRICE COMPLETE

The rates in the Proposal submitted shall include all items of services, labor, material, tools, equipment and other costs necessary to fully complete the required services pursuant to these specifications. It is the intention of these specifications to provide and require complete services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for security 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 in the omission of any part or detail which goes to supply the requested services.

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.

G-13 DOCUMENTATION

Any and all documentation to be provided to the DTA in electronic (PDF) format.

G-14 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.

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

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

PROTESTS AFTER AWARD

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

DECISION ON PROTEST

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

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

G-15 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 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.

G-16 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax**.** Proposer shall include the cost of nonexempt sales taxes applicable to the Contractor in the price of the Contract.

G-17 SUBCONTRACTOR REPORTING

a. The Contractor shall disclose all Subcontractors and their involvement at the time of Proposal submittal.

b. The Contractor shall insert the required Federal and State provisions into every subcontract.

G-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.

G-19 DISPOSITION OF BIDS

All materials submitted in response to this RFB 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.

G-20 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 in order 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.

G-21 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.

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Section 2. 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 procurement

A.3 BUS TESTING
49 U.S.C. 5318(E), 49 CFR Part 665
Does not apply to this procurement

A.4 BUY AMERICA REQUIREMENTS
49 U.S.C. 5323 (J), 49 CFR Part 661
Does not apply to this procurement

A.5 CARGO PREFERENCE REQUIREMENTS
46 U.S.C. §55.05; 46 C.F.R. Part 381
Does not apply to this procurement

A.6 CHARTER SERVICE
49 U.S.C.5323(d) and (r); 49 C.F.R. Part 604
Does not apply to this procurement

A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
49 U.S.C §§7401-7671q; 33 U.S.C §§1251-1387
2 C.F.R. Part 200, Appendix II (G)
Does not apply to this procurement

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

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 re employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act if 1975, as amended, 42 U.S.C. §6101 *et. Seq.,* U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.,* the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.,* and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

1. ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which 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 if more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

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

A.10 EMPLOYEE PROTECTIONS

49 U.S.C. §5333(a), 40 U.S.C.§§3141-3148
29 C.F.R. Part 5, 18 U.S.C. §874
29 C.F.R. Part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. Part 1926

Contract Work Hours and Safety Standards for Awards Not Involving Construction

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

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

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

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 ay federally assisted Award.

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

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

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

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

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
Does not apply to this procurement

A.21 SAFE OPERATION OF MOTOR VEHICLES

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

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor 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.

A.26 VIOLATION AND BREACH OF CONTRACT

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

Rights and Remedies of the Duluth Transit Authority
The Duluth Transit Authority shall have the following rights in the event that the Duluth Transit Authority deems the Contractor guilty of a breach of any term under the Contract.
1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

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

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

Disputes
• **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Duluth Transit Authority's Procurement Manager. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Duluth Transit Authority General Manager. In connection with any such appeal, the Contractor

shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

• **Example 2:** The Duluth Transit Authority and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Duluth Transit Authority and the Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Duluth Transit Authority acted in an arbitrary, capricious or grossly erroneous manner.

A. 27 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Does not apply to this contract

A. 29 NOTICE OF LEGAL AGREEMENT OR LITIGATION

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

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

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

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 3. CONTRACT

(example for Proposal)

This Contract, made this ____ day of ____, 2026, by and between _____, a _____ (corporation) _____, hereafter referred to as "Contractor", and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as "DTA". The DTA and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of Federal Transit Administration Contract Clauses, this Contract; Request for Proposals# _____ dated XXXXXXX XX, 2025, including the General Conditions and Mandatory Clauses; Technical Specifications, all addenda issued prior to and all modifications issued after execution of the Contract; and the executed Proposal form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 THE WORK

The Contractor shall provide security services as requested in the RFP, and detailed in its proposal during the term of the contract, in accordance with the generally accepted standards for services of this type.

ARTICLE 3 TERM

The term of this Contract shall commence on January 1, 2027 and shall continue, for three (3) years, through December 31, 2029, unless terminated earlier as set forth herein.

The DTA may, at its sole discretion, extend the term of this Contract for a period of two (2) years commencing January 1, 2030 through December 31, 2031, upon written notice from the DTA Procurement Manager or designee. If the DTA extends the term of this Contract in accordance with the foregoing, all of the terms and conditions of this Contract shall continue, unmodified, in full force and effect, except that the payment to the Consultant shall be increased as set forth in the Consultant's Proposal.

ARTICLE 4 CONTRACT RATES & PAYMENT

The DTA shall pay the Contractor in current funds for the performance of the work, as provided in the Contract, billed monthly using the appropriate weekly rate as contained in the Contractor's Proposal.

ARTICLE 5 PAYMENTS TERMS

Terms of payment shall be net thirty (30) days 'upon receipt' of invoice issued at conclusion of month. The DTA may withhold payment for Contractor's services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents.

ARTICLE 6 CONTRACT CHANGES

The DTA or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of

the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the Contract.

ARTICLE 7 STANDARD OF PERFORMANCE

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

ARTICLE 8 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, 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.

ARTICLE 9 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.

a. Workers' compensation in accordance with the laws of the state of Minnesota.
b. Commercial General Liability (CGL) and Automobile Liability Insurance with limits not less than $2,000,000 Single Limit or $1,000,000 single limit with a $1,000,000 umbrella policy in a company approved by the DTA and shall provide for the following:
    i. Premises and Operations Bodily Injury and Property Damage, Blanket Contractual Liability, Product and Completed Operations Liability.
    ii. Independent Contractors Liability (applicable only if subcontractors are used).
    iii. Coverage for claims arising from acts or omissions of contractor, its employees, agents, and representatives, including subcontractors.

iv. Premises Liability and excess liability policies shall not have explosion, collapse, or underground property damage or environmental hazard exclusions.

c. 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.

*An umbrella policy with a "following form" provision is acceptable if the underlying policy names DTA and ATE Management of Duluth SBC as Additional Insured.

d. 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.

e. 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.

ARTICLE 10 RECORDS AND INSPECTIONS

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

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

c. Reports and Information
Contractor shall be responsible for furnishing to DTA records, data and information as DTA may require pertaining to matters covered by this Contract.

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

e. Confidentiality of Information

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

f. Ownership of Data
All survey notes, reports, design plans, specifications, special studies, records and other data prepared under this Contract shall become the property of DTA when prepared and shall be delivered to the DTA upon completion or termination of the services of Contractor or at such earlier time as requested by the DTA.

ARTICLE 11 RULES AND REGULATIONS

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

ARTICLE 12 INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent contractor 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.

ARTICLE 13 COMMUNICATIONS

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

Duluth Transit Authority
Cheri Soileau
2402 West Michigan Street
Duluth, MN 55806

Consultant: _____
_____
_____
_____

ARTICLE 14 SUBCONTRACTING AND ASSIGNMENTS

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

ARTICLE 15 EXTENT OF AGREEMENT

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

ARTICLE 16 GOVERNING LAW

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.

ARTICLE 17 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of the DTA to act shall in no way constitute a waiver of any right or duty afforded to it under the Contract, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Contract, except as may be specifically agreed to in writing by the DTA.

ARTICLE 18 DELAYS

Contractor shall notify the DTA Procurement Manager in writing of any delays, including all relevant details, immediately upon encountering any difficulties which threaten the timely performance of this Contract. However, such notification or request or acceptance of belated services shall not constitute acceptance of the delay, or request for extension, without written acceptance by the DTA Procurement Manager as a change in the Contract.

ARTICLE 19 NO THIRD PARTY RIGHTS

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

ARTICLE 20 CANCELLATION

The DTA shall have the right to cancel this Contract if the DTA's governing body does not appropriate moneys to the department or agency in an amount equal to the cost of this Contract.

ARTICLE 21 SEVERABILITY

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

ARTICLE 22 COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed 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 an original signature.

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

By: Duluth Transit Authority

_____
Chief Executive Officer

By (CONTRACTOR):

_____

Title:_____

Section 4. FORMAL PROPOSAL SHEET

PROPOSAL PRICES: Prices shall be the per day (daily rate) and shall be all-inclusive for services rendered.
TAX: Federal Excise Tax Exemption Account No. 41740056K; The DTA is State and City Tax Exempted.

Hourly Rates W/O POST						
Daily Rate Period	**Total Hours**	**Years 1-3 (Base)**			**Years 4-5 (Option)**	
		1/1/27-12/31/27	**1/1/28-12/31/28**	**1/1/29-12/31/29**	**1/1/30-12/31/29**	**1/1/31-12/31/31**
Monday-Friday, 4:30 am to 1:00 am	20.5					
Saturday-Sunday, 5:30 am to 11 pm	17.5					
Holidays, 4:30 am to 10:30 pm	18					

Hourly Rates W/ POST						
Daily Rate Period	**Total Hours**	**Years 1-3 (Base)**			**Years 4-5 (Option)**	
		1/1/27-12/31/27	**1/1/28-12/31/28**	**1/1/29-12/31/29**	**1/1/30-12/31/29**	**1/1/31-12/31/31**
Monday-Friday, 4:30 am to 1:00 am	20.5					
Saturday-Sunday, 5:30 am to 11 pm	17.5					
Holidays, 4:30 am to 10:30 pm	18					

Firm Name:_____

Addendum Acknowledgment
Number Date Rec'd

Mailing Address: _____ _____ _____

_____ _____ _____

CITY STATE ZIP CODE

By: _____ _____
(PRINT NAME) TITLE PHONE NO.

Signature: _____

Email: _____

4.1 PROOF OF RESPONSIBILITY STATEMENT

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

Statement of Bidder Qualifications and Responsibility

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

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

7. Have you ever failed to complete any work awarded to you? No____ Yes____
8. Have you ever defaulted on a contract? No____ Yes____
9. Have you ever been sued for services you provided? No____ Yes____
10. Has your firm been charged with or convicted of, a violation of a wage schedule? No____ Yes____
11. Does your organization possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform? No____ Yes____
12. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years? No____ Yes____
13. Is your firm or organization a part of a multi-entity corporation, a wholly-owned subsidiary, or more than 51% owned by another firm or organization? No ____ Yes____ If yes, provide documentation on the parent organization, audited statements of financial standing, working capital financing, authorization to enter into contracts, and other proof of responsibility.

14. Does your firm have experience in similar type of projects or work, and have sufficient equipment, personnel, expertise, and financial reserves to perform the work successfully? No___ Yes____ (If no, please explain on a separate sheet. If yes, please provide the names and contact information of three (3) references from past 3 years.)

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.

Signed:

_____

Title _____

4.2 SMALL OR DISADVANTAGED BUSINESS ENTERPRISE, VETERAN-OWNED BUSINESS (INCLUDING SERVICE DISABLED VETERAN BUSINESS ENTERPRISES)

1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA?
   No____ Yes____ (If yes, please provide a copy of the registration.)

2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?
   No ____ Yes____ (If yes, please provide details and copies of the applicable registration or certification.)

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

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

Signed this ___ day of _____, 20___:

_____

Title _____

4.3 Subcontractors and Suppliers Listing

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

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

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

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

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

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

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

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

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

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

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

Signed: _____

Firm Name:_____

Section 5. REQUIRED CERTIFICATES

Certificate A. DEBARRED BIDDERS

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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

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

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

_____ _____

Print Name and Title Signature

Certificate B. **LOBBYING RESTRICTIONS**

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SIGNED _____

FIRM NAME _____

Certificate C. **NOTICE OF LEGAL AGREEMENT OR LITIGATION**

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

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

This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Contractor is subject to this Agreement between the Contractor and the Duluth Transit Authority or the Federal Transit Administration, or an agreement involving a principal, officer, employee, agent or subcontractor of the Contractor.

Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer to information without delay and without change.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SIGNED _____

FIRM NAME _____

Certificate D. **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.

SIGNED _____

FIRM NAME _____

Certificate E. CODE OF ETHICS AND ORGANIZATIONAL CONFLICT OF INTEREST

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

SIGNED _____

FIRM NAME _____

Section 6. SERVICE SPECIFICATIONS

A. Project Objective and Background

Duluth Transit Authority provides transit services to the cities of Duluth, Proctor and Hermantown MN and Superior WI. The purpose of this contract is to secure comprehensive, high-quality, professional, and proactive unarmed security services at the (DTC). The selected vendor will maintain a safe, welcoming, and secure environment for transit passengers, bus operators, administrative staff, tenant representatives, and the public, while deterring property damage, vagrancy, and safety infractions.

The primary hub for bus service is the Duluth Transportation Center located at 228 W. Michigan Street and the Transit Center East (TCE), 214 W. Superior St, both in Duluth MN. DTC is connected to TCE via a Skywalk System that is owned by DTA.

Security guards may also be deployed to other locations such as specific bus stops or DTA-owned property.

B. Facility Characteristics & Operational Footprint

The DTC is a complex, active municipal transit hub encompassing the following major structural and multi-agency components:

- **Two-Story Concourse:** A two-story main transit terminal building containing commercial waiting areas, transit administrative offices, public concourses, and indoor ticketing/vending kiosks.
- **Three-Story Attached Parking Structure:** An attached multi-level municipal parking garage requiring systematic vehicular and pedestrian safety loops.
- **Pedestrian Skywalk Systems:** Multi-directional climate-controlled skywalk infrastructure that physically bridges the DTC to surrounding downtown office networks.
- **Multi-Carrier Intermodal Operations:** Serves as the primary operational terminal for the local Duluth Transit Authority (DTA) fixed-route network as well as regional intercity carriers (e.g., Jefferson Lines).
- **Duluth Police Department (DPD) On-Site Substation:** DPD officers use the substation for paperwork and other department-related activities; however, no officer or staff member is permanently assigned to the facility.
- **Hours of Operation**: Both buildings are open 365 days a year from 5:00 am to 12:30 am Monday through Friday and 6:00 am to 10:30 pm on Saturdays and Sundays and 5:00 to 10:00 pm on holidays

C. General Requirements

- **Laws:** The contractor must meet the requirements as set forth by Minnesota State Statute Ch. 326 §326.338.
- **Contractor Contact**: Provide a single dedicated point of contact to coordinate management, service, invoicing, reporting, and customer service needs.
- **Supervision**: Provide all management, labor, tools, materials, uniforms, equipment, transportation, and supervision necessary to provide the services and manage all security and safety activities.
- **Meetings and Updates**: It is expected that there will be, at a minimum, bi-weekly meetings for updates and any other information the contractor and DTA requires. There shall be a monthly report which would include, at a minimum, activities/events/incidents at the facility including any damage to property or harm to people, and any other comments to be included in the report.

D. Guard Qualifications & Standards

- **One-Year Experience Prerequisite:** All personnel provided by the contractor must possess a minimum of one (1) year of verifiable professional experience within contract security, military police, or civil law enforcement operations.
- **Minnesota POST (Optional):** Minnesota POST Board law enforcement certification is not a mandatory prerequisite for this unarmed deployment. Candidates who are POST-eligible, have successfully completed an accredited law enforcement program, or maintain an active regular or part-time peace officer license will be considered.
- **Experience:** Experience with high-volume municipal or related sites is preferred but not required.
- **Training Baselines:** Guards must demonstrate clear, exceptional skills in crisis intervention, verbal de-escalation, public hospitality, and local emergency radio protocols.
- **Personnel Management:** It is expected that the contractor has sole responsibility for the hiring and employment of the security staff. It is expected that DTA Project Manager is to be contacted regarding any issues with security staff, including terminations.
- **Standards.** Basic Security Services are, but not necessarily limited to the following:
  - Observe operations areas, including stairwells and waiting areas, parking areas, loading zones, other areas of property not accessible to the public to ensure safe and secure operations.
  - Intervene in disagreements or behavior that is not consistent with DTA Standards and Code of Conduct.
  - Report any criminal activity to local authorities and follow directions from the first responders until they are on-site.
  - Use de-escalation tactics to diffuse angry people.
  - Work with DTA staff and local authorities to document people trespassing or conducting illegal activity.
  - If requested by the DTA Project Manager (or designee) to perform security patrol of other DTA property.
  - Report any unsafe driving with regards to buses speeding or causing property damage, (DTA or third-party drivers)
  - Enforce the following:
    - No smoking/no vaping
    - No sitting on stairways or floors
    - No littering
    - Any other activities that are detrimental to the passengers and employees in the waiting room.

E. Mandatory Coverage

The contractor must guarantee a continuous footprint of exactly one unarmed security officer on active duty thirty (30) minutes before the DTC opens thirty (30) minutes after closing.

- Coverage: Show that there are adequate back-up labor and supervisory staff to cover absenteeism, personnel replacement, vacations, sick days, holidays, and emergencies.
- Zero-Gap Hand-off Mandate**:** Outgoing officers are legally and operationally barred from abandoning their designated posts under any circumstances until the shift over and any outstanding incident logs or documents are logged into the system.

F. Operational Post Orders & Rove-and-Respond Priority

The vendor will be required to balance rigid daily patrol compliance with immediate, dynamic emergency responses inside high-traffic sectors:

- **Patrols:** The guard is expected to cover the facilities, as outlined below, in the most efficient and effective way to ensure safety and security. The more detailed plan will be discussed with the selected vendor. This by no means is meant to be the final method of patrolling and overseeing the facilities.
- **Waiting Area Overriding Priority:** The main indoor public concourse and commuter waiting zone is designated as the facility's High-Yield Safety Zone. The contract explicitly dictates that any emergency calls, active altercations, or passenger de-escalation needs inside the waiting area immediately supersede any ongoing hourly patrol loops. The guard must drop and respond to waiting area concerns instantly.

Facility Zone	Specific Tactical Patrol Focus
First Floor & Bus Bays	DTA and regional boarding platforms, indoor ticketing/vending kiosks, and baggage/freight areas.
Second Floor & Skywalks	Connecting pedestrian walkways, business thresholds, structural entry doors, and skywalk lockout windows.
3-Story Parking Structure	Stairwell safety, auto-theft deterrence, vagrancy prevention, vehicle checks, and ramps.

G. Full Vendor Equipment & Uniform Accountability

- **Independent Communication Infrastructure:** If the vendor prefers radios as communications, they must provide all staff with high-quality, commercial-grade two-way multi-channel digital radios equipped with secure earpieces/headsets to ensure professional, low-volume communication. Radio must be powerful enough to achieve 100% signal penetration through reinforced concrete parking tiers, subterranean bus bays, and interior office baselines.
- **Equipment and Supervision**: Provide all management, labor, tools, materials, uniforms, equipment, transportation, and supervision necessary to provide the services and manage all security and safety activities, including emergency responses and special requests. This also includes mobile devices (e.g., smart phones and/or handheld radios), chargers, batteries, earpieces, and microphones are to be provided the company.
- **Uniform**. All employees are always in uniform during their shift. They must be well-groomed and practice good personal hygiene.
- **Professional Weather-Appropriate Uniforming:** The vendor must deliver distinct, authoritative, professional, and weather-appropriate uniforms that clearly differentiate security guards from both the public and sworn Duluth Police Department officers. High-visibility thermal outerwear tailored for extreme Minnesota winter environments must be explicitly provided.

H. Localized Climate & Law Enforcement Integration Protocols

- **Severe Winter Weather Mandates:** Security personnel must maintain exceptional situational awareness regarding seasonal safety concerns, including immediate reporting of exterior platform ice accumulation, skywalk climate failures, and severe snow drifting across the exposed roof level of the 3-story parking structure.

- **DPD Liaison Protocol:** Security officers will serve as essential, professional force multiplier resolving low-level rule infractions, customer hospitality requests, and verbal disputes independently. Any verified criminal activity, physical violence, or immediate public threats must be instantly routed to municipal emergency dispatch.

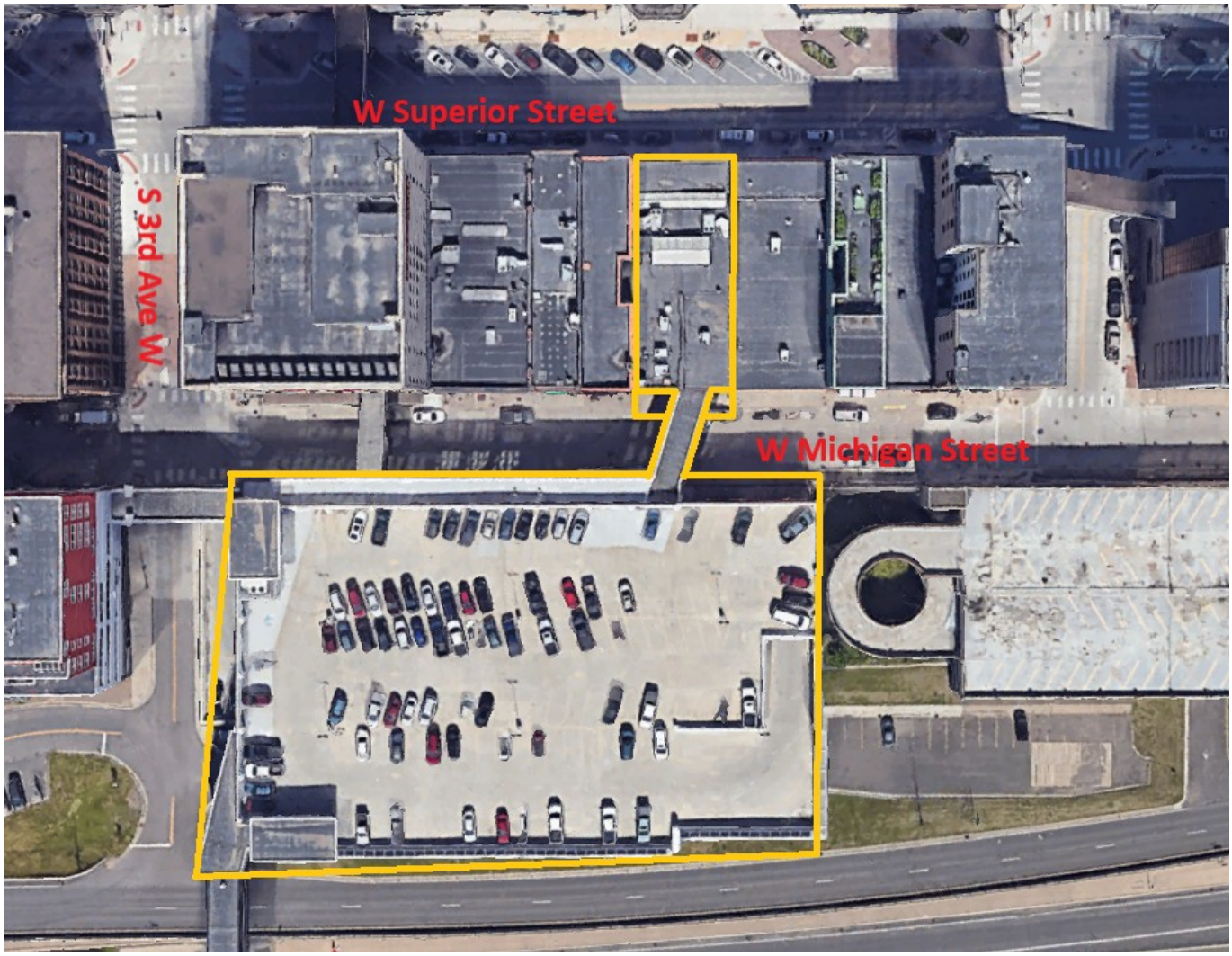
I. General Requirements & Responsibilities

- **Employee Manuals & Policies:** Contractor shall provide DTA project manager a copy of all employee manuals and policies, including a drug testing program before beginning the work.
- **Background & Drug Testing:** Employees assigned to DTA facilities must have a background check and initial drug test. Contractor shall conduct random drug tests on employees assigned to this contract.
- **Confidentiality:** DTA security information, including the layout of the facilities, methods of security, keys, cards, and badges are not shared with any person other than those who perform services on DTA property. Breach of this requirement is grounds for immediate termination of the contract. The only personnel allowed to be in the secured areas are those who have been authorized under the terms of this contract and only while they are providing services or supervising staff. Unauthorized personnel in a secure area when not providing contract work may be grounds for immediate termination of the contract.
- **DTA Property:** Contractor personnel are responsible for all key(s) and/or fobs assigned to them. This property must be returned if the individual guard no longer provides service to DTA facilities. If a breach of security occurs by failing to return the equipment, the contractor will be responsible for the cost of changing locks and/or any additional work needed to secure the facilities.
- **Public Engagement:** All guards must comply with present and future DTA policies for engaging customers and the public, including limited the use of force unless it is in self-defense or assisting a customer and shall make all reasonable efforts to ensure that the guards and officials do not engage in violence while performing the contract. Violence means actions and works which hurt or attempt to threaten or hurt people, any physical force, harassment, intimidation, disrespect or misuse of power and authority where the impact is to cause fear, pain, or injury. Guards are expected to act in a courteous manner, not use profanity or lewd gestures nor post inappropriate materials or comments on DTA property, including DTA social media and not smoke or consume alcohol or illegals drugs while on DTA property or any other policies that the DTA Project Manager deems appropriate for this contract. Any infractions of this will result in the guard removed from DTA property and not permitted to return unless there is written permission from the DTA Project Manager.

Section 7. FACILITY AERIAL VIEW

The yellow lines below depict the approximate total outline of area to be patrolled. Patrol will be for all public areas; this includes the following:

- Multiple levels of Transit Center East, located at 214 West Superior Street; includes adjacent Skywalk system facing Superior Street and street level sidewalks in front and rear
- Multiple levels of Duluth Transit Center, located at 228 West Michigan Street; includes adjacent Skywalk system and street level sidewalks
- All levels of Transit Center Parking Ramp, including stairwells and sidewalks on street levels



A full walk through will be done at Preproposal Tour/Meeting on November 10th.

Section 8. PROPOSAL EVALUATION

The DTA intends to award the Contract to the responsive and responsible bidder whose Proposal is determined to be the "Best Value" with respect to cost and other factors considered as outlined herein. The DTA reserves the right to award on the basis of initial Proposal Offer without any further discussions or negotiations.

1. Mandatory Requirements — Pass/Fail

Proposals will be reviewed to determine compliance with the following mandatory requirements before proceeding to the evaluation of the proposal's merits.

Mandatory requirement	Verification
Compliance with applicable Minnesota security services licensing requirements identified in the Scope of Work	Required licensing and documentation
Minimum one year of verifiable professional experience for all assigned security personnel	Personnel qualifications and experience documentation
Continuous security coverage, including 30 minutes before opening and 30 minutes after closing	Written staffing and coverage plan
Adequate backup personnel and supervisory coverage for absences, vacations, sick leave, holidays, and emergencies	Staffing contingency plan
Background checks, initial drug testing, and random drug testing	Written policies and confirmation of compliance
Compliance with DTA confidentiality, security access, and key/fob requirements	Written acknowledgment and procedures
Provision of required uniforms, equipment, communications, and supervision	Equipment and uniform plan
Compliance with DTA public engagement, de-escalation, and use-of-force expectations	Written policies and training documentation

Proposals that do not meet mandatory requirements may be deemed nonresponsive in accordance with the RFP and applicable procurement requirements. POST eligibility is optional and is not a mandatory requirement.

2. Proposal Evaluation Criteria

A. Security Operations and Patrol Plan
Evaluate the proposer's demonstrated ability to provide effective security services at the Duluth Transportation Center (DTC), Transit Center East (TCE), connecting skywalks, parking structure, bus bays, and other designated DTA properties.
Consider the following:

- Effectiveness of the proposed patrol and rove-and-respond approach.
- Ability to prioritize emergencies, altercations, and passenger concerns in the main waiting area.
- Procedures for enforcing facility rules and addressing trespassing, disruptive behavior, and unsafe driving.
- Procedures for identifying and reporting criminal activity and safety concerns.

- Coordination with DTA staff, law enforcement, and emergency dispatch.

B. Staffing, Coverage, and Continuity
Evaluate the proposer's ability to maintain uninterrupted security coverage throughout all required operating hours.
Consider the following:

- Proposed staffing schedule and coverage plan.
- Availability of qualified backup officers and supervisory personnel.
- Procedures for addressing absences, sick leave, vacations, holidays, and emergencies.
- Shift transitions, incident-log handoffs, and prevention of coverage gaps.
- Ability to meet all required coverage hours and operational responsibilities.

C. Qualifications, Experience, and Training
Evaluate the qualifications and experience of the personnel proposed for the contract.
Consider the following:

- Verifiable professional experience in contract security, military police, or civil law enforcement operations.
- POST eligibility, accredited law enforcement education, or an active regular or part-time peace officer license.
- Training in crisis intervention and verbal de-escalation.
- Public hospitality and emergency radio protocol training.
- Experience working in high-volume municipal, transit, or similar public facilities.

D. Management, Supervision, and Reporting
Evaluate the proposer's approach to contract management, supervision, accountability, and communication with DTA.
Consider the following:

- Designation of a dedicated point of contact.
- Proposed supervisory structure and oversight of assigned security personnel.
- Procedures for biweekly meetings and monthly activity and incident reports.
- Incident documentation, communication, and escalation procedures.
- Personnel performance management and coordination with the DTA Project Manager.

E. Emergency Response, De-escalation, and Public Engagement
Evaluate the proposer's ability to manage incidents professionally while maintaining a safe, welcoming, and secure environment.
Consider the following:

- Procedures for managing verbal disputes, disruptive behavior, and passenger concerns.
- Training and procedures for de-escalation and appropriate limitations on the use of force.
- Response procedures for physical violence, criminal activity, and immediate public threats.
- Coordination with law enforcement and emergency responders.

- Awareness of seasonal safety concerns, including ice accumulation, severe weather, and other facility hazards.

F. Equipment, Communications, and Uniforms
Evaluate the adequacy and reliability of the equipment and uniforms the proposer will provide.
Consider the following:

- Availability and suitability of communication equipment throughout the facilities, including the parking structure and other areas where signal coverage may be challenging.
- Provision of radios, earpieces, mobile devices, chargers, batteries, and related equipment, as applicable.
- Professional, identifiable, and weather-appropriate uniforms.
- Availability of appropriate winter outerwear for Minnesota weather conditions.
- Procedures for maintaining and replacing equipment as needed.

G. Compliance, Personnel Policies, and Security Controls
Evaluate the completeness of the proposer's policies and procedures for maintaining compliance with DTA requirements.
Consider the following:

- Background screening and drug-testing procedures.
- Employee manuals and personnel policies.
- Confidentiality and protection of sensitive security information.
- Restricted facility access and key/fob accountability.
- Employee conduct, public engagement, and compliance with DTA policies.
- Procedures for identifying, reporting, and addressing security breaches and unsafe conditions.

H. Proposed Price
Evaluate the completeness, clarity, and competitiveness of the proposed pricing for the required services.
Consider the following:

- Total proposed cost for the specified contract term.
- Inclusion of all required labor, supervision, equipment, uniforms, communications, and other necessary costs.
- Clarity and completeness of the price schedule.
- Identification of assumptions, exclusions, and additional charges.
- Consistency of the proposed pricing with the required staffing levels, coverage hours, and scope of services.

Section. 8 CHECKLISTS

BID CHECKLIST

The following are the requirements of this RFP, as indicated below. Use of this checklist may help ensure that your bid submission is complete.

Required	Done	Requirement
√		Completed and signed Section 4, Formal Proposal Sheet and Statements
√		Completed and signed Section 5, Certifications
√		Items on Mandatory Requirement List (see section 8.1)
√		Three or more references from the past five years
		Exceptions to Contract provisions
This checklist is a guide only. Please read the entire RFP thoroughly to ensure that your submission is complete.		

POST AWARD CHECKLIST

The following requirements must be provided within 10 business days of the contract award date.

Required	Done	Requirement
√		Copy of Insurance as listed in Article 10 of Contract
The items on this checklist are required within 10 days after the contract is awarded.		