Duluth Transit Authority

REQUEST for PROPOSALS

RFP# 2026.11.03

FOR

TRANSIT ADVERTISING SERVICES CONTRACT

November 3, 2026

REVISED – November 4, 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 is seeking qualified firms to solicit, select, sell, install and maintain interior and exterior advertising for the Duluth Transit Authority.

Proposals must be received no later than **12:00 p.m., December 4, 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/	November 3, 2026	
Preproposal Meeting	Duluth Transportation Center 2402 West Michigan Street, Duluth, MN. **RSVP to: hborn@duluthtransit.com**	November 12, 2026	**8:30 a.m.**
Request for Clarifications	**Email to: hborn@duluthtransit.com**	November 17, 2026	12:00 p.m.
Response to Clarifications	Written Addendum posted on DTA Website: https://www.duluthtransit.com/home/doing-business/procurements/	By November 20, 2026	
Proposals Due	**Email to: hborn@duluthtransit.com**	December 4, 2026	12:00 p.m.
Award	**Successful bidder will be notified via email**	As early as December 17, 2026	

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Section 1. GENERAL CONDITIONS

G-1 REQUEST FOR PROPOSALS

a) Proposals are requested from qualified firms to provide Transit Advertising Services for the Duluth Transit Authority.
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) The DTA will hold a preproposal meeting. See RFP Schedule for date, time and RSVP instructions. Attendance is not mandatory but strongly encouraged.
h) The DTA intends to award the contract as early as December 17, 2026 with a start date of January 1, 2027.
i) Throughout these specifications the words "equipment", "materials", and "work" can be interpreted as interchangeable.

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 Project Manager is the DTA Director of Marketing for all work performed.
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) "Gross Billings" means all amounts billed by the Contractor, or any affiliate or subcontractor, for advertising displayed on DTA vehicles, property, or media under this Contract, including space, production, and installation charges.
d) "Gross Revenue" means Gross Billings less only: (i) sales or use taxes collected and remitted to a taxing authority; (ii) commissions actually paid to recognized advertising agencies, not to exceed fifteen percent (15%) of the space charge; (iii) DTA advertising and public service announcements placed at no charge under Article [X]; and (iv) production and installation charges billed to advertisers, to the extent they do not exceed the Contractor's actual cost. No other deduction is permitted, including the Contractor's costs, internal sales commissions, overhead, or uncollected accounts.
e) "Contract Year" means each twelve-month period beginning on the effective date of this Contract.

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 ***"Transit Advertising Services Contract RFP – RFB#2026.11.03"*** 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 – Transit Advertising 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

No bonds are required for Proposal submittal.

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 transit advertising 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.

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.

G-22 ADDITIONAL ITEMS

a) Contract Terms: the DTA may negotiate contract terms with the selected Proposer prior to award. The DTA reserves the right to request a Best and Final Offer ("BAFOs") from any Proposer.
b) Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise, unambiguous description of the Responder's ability to meet the requirements of RFP.
c) Oral Presentation: Responders may be required to make an oral presentation on their submittal to the DTA. Such presentations provide an opportunity for the Responder to clarify the submittal to ensure thorough mutual understanding.
d) Disposition of Responses: All materials submitted in response to this RFP will become property of the DTA and will become public record after an evaluation process is completed and an award decision made, subject to 49 U.S.C 5325(b)(2)(D).
e) Conflicts of Interest: The Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. The responder shall also review and concur with the DTA Vendor Code of Ethics as well as the Organizational Conflict of Interest on the DTA website.
f) The installation of bus advertisement graphics will include only the approved configurations and locations on the 48 approved vehicles for the duration of the contract, unless specified in writing by the DTA.

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)

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

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

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

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants 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

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

A.21 SAFE OPERATION OF MOTOR VEHICLES

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

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally 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)
Does not apply to this contract

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.

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 SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 3 TIME OF COMMENCEMENT, OPTION TO RENEW

The term of this Contract shall commence on January 1, 2027 and shall continue, for three (3) years, through December 31, 2029, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first, 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 no later than November 31, 2029. 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 adjusted as set forth in the Consultant's Proposal.

ARTICLE 4 REPORTING, PAYMENT REQUIREMENTS AND REMITTANCE

In consideration of the provision of services referenced in Article 2, the Contractor shall pay the DTA in accordance with this Article, the Contractor's proposal attached hereto, and any change orders amending the Contract.

a) **Revenue Share and Minimum Annual Guarantee.** For each Contract Year, the Contractor shall pay the DTA the greater of (a) the revenue share percentage of Gross Revenue stated in the Contractor's proposal (the "Revenue Share"), or (b) the minimum annual guarantee stated in the Contractor's proposal (the "MAG"). The MAG for any partial Contract Year shall be prorated by days.

b) **Monthly Payment.** By the fifteenth (15th) day of each month during the term of this Contract, and the month following its expiration or termination, the Contractor shall pay the DTA the greater of (a) the Revenue Share of Gross Revenue for the preceding

month, or (b) one-twelfth (1/12) of the MAG. For purposes of this Section, advertising exchanged for goods, services, or other non-cash consideration is valued at the Contractor's published rate card, less customary volume discounts. Gross Billings for advertising displayed over more than one month shall be allocated to each month ratably by days displayed.

c) **Monthly Report.** Each monthly payment shall be accompanied by a Monthly Revenue Report in Microsoft Excel format. The report shall include:

   i. A summary of Gross Billings, permitted exclusions, Gross Revenue, the revenue share, the MAG calculation, and the payment amount;
   ii. A sales register listing each advertising agreement active during the month, with agreement number, advertiser, media type, number of units, flight dates, and Gross Billings for the month;
   iii. An occupancy summary showing units available, sold, unsold, and used for DTA or public service messages, by media type; and
   iv. A certification signed by an officer of the Contractor that the report is true, complete, and prepared in accordance with this Contract.

d) The Contractor is not required to report pricing or advertiser identity for sales not yet displayed.

e) **Quarterly Inventory Report.** With the reports due in January, April, July, and October, the Contractor shall provide a unit-level inventory of all advertising space as of the last day of the prior quarter. For each unit it shall show bus or location number, position (street side, curbside, rear, interior, etc.), media type (e.g., King size), status (sold, unsold, or DTA/PSA), and, if sold, the agreement number and advertiser.

f) **Annual Statement.** Within ninety (90) days after the end of each Contract Year, and after expiration or termination, the Contractor shall deliver an Annual Statement of Gross Billings, Gross Revenue, and payments for the Contract Year, certified by an officer of the Contractor. Any amount owed to the DTA, including any MAG shortfall, shall be paid with the Annual Statement.

g) **Supporting Documentation.** Upon request of the DTA Director of Finance or designee, the Contractor shall provide, within five (5) business days, copies of advertising agreements, invoices to advertisers, proof of display, or other records supporting any amount reported.

h) **Adjustments.** If the DTA determines that any amount was underreported or underpaid, the Contractor shall pay the deficiency, with interest under Section 4.9, and submit a corrected report within ten (10) business days of written notice.

i) **Late Payment.** Any amount not paid when due shall bear interest at one percent (1%) per month, or the maximum rate permitted by law if less, from the due date until paid. Acceptance of a late or partial payment does not waive the DTA's right to the full amount due. For purposes of this Section, an amount is due (a) for monthly payments under Section 4.3, on the fifteenth (15th) day of the month in which it is payable; (b) for any

MAG shortfall, on the date the Annual Statement is due under Section 4.6; and (c) for any deficiency under Section 4.8, on the date stated in the DTA's written notice, which shall be at least thirty (30) days after the notice.

j) **Records and Audit.** The Contractor shall maintain complete and accurate books and records relating to this Contract for at least three (3) years after final payment, or longer if an audit, claim, or litigation is pending. Any accredited representative of the DTA may inspect, copy, and audit those records at any reasonable time, at the Contractor's place of business or electronically.

k) **Termination.** Upon expiration or termination for any reason, the Contractor shall immediately pay all amounts due, including any prorated MAG shortfall, without requiring an invoice from the DTA. Sections f, h, i, and j survive expiration or termination.

l) **Default.** The Contractor is in default if it (a) fails to make any payment when due; (b) fails to perform any other obligation under this Contract; or (c) is adjudged bankrupt, or has a receiver or trustee appointed for its property that is not vacated within thirty (30) days. Upon default, the DTA may give written notice. If the default is not cured within thirty (30) days of notice, the DTA may terminate this Contract and remove all advertising matter at the Contractor's expense. Termination does not relieve the Contractor of any obligation under this Contract.

m) **Remittance.** Payments shall be made by ACH to an account designated in writing by the DTA, or by check payable to the Duluth Transit Authority, Attn: Director of Finance, 2402 West Michigan Street, Duluth, MN 55806.

ARTICLE 5 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 6 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 7 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the DTA or the Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that the Contractor shall defend at its own expense any claim or suit against the DTA on account of any allegation that any document, property, advertising or writings prepared pursuant to this Contract or the normal use or sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright, and Contractor shall pay all costs and damages finally awarded in any such suit or claim.

The Contractor will not indemnify the DTA if the suit results from the DTA's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing

United States letters patent or copyright, or the use of a deliverable in combination with other material not provided by the Contractor when such use in combination infringes upon an existing United States letters patent or copyright.

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.

*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.

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. Professional Liability (errors and omissions) Insurance in an amount not less than $1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made" insurance, Contractor hereby commits to provide at least 60 days' notice prior to any cancellation or modification to the Professional Liability Insurance policy or coverage; and in the event of any modification or cancellation, Contractor agrees to provide DTA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to DTA, or, in the alternative, to purchase its cost, extended coverage under the old policy for the period the statute of repose runs as applicable to services provided under this Contract; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of limitations for claims related to this Contract.

e. 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.

f. 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.

Designation for DTA	Designation for Consultant:
David Clark	Name _____
Marking Director	Title _____

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 FORCE Majeure

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any guaranteed payments to the DTA if the failure to perform the Contract arises out of causes beyond the Contract and without the fault or negligence of the Contractor. Such causes must be clearly documented to the satisfaction of the DTA Director of Finance, and may include, but are not limited to, acts of God or the public enemy, acts of the U.S. Government in its sovereign capacity or the DTA in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes not within the control of the Contractor, freight embargoes, inability to obtain raw materials, or inability to obtain supplies. In every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and without fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, or for guaranteed payments to the DTA, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the Contract requirements.

ARTICLE 22 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 23 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

DTA "Transit Advertising Services"

PROPOSAL GUARANTEE REQUIREMENTS: Not Required.

The Financial Proposal shall include any or all of the following, as proposed by the Proposer:

1. The Percentage Fee.
2. One-time upfront payments (if any).
3. Expenses, costs or other charges are deducted from the Percentage Fee to arrive at the amount of net revenue ("Net Revenue") to be paid to the DTA.
4. Guaranteed monthly minimum (if any).

Firm Name:_____

Acknowledgment Mailing Address: Rec'd	Addendum Number	Date
_____	_____	_____
_____	_____	_____

CITY STATE ZIP CODE

By: _____ _____ _____

(PRINT NAME) TITLE PHONE NO.

_____ _____

Signature Date

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. BACKGROUND

1. The Duluth Transit Authority is a public transportation bus system that operates fixed route and paratransit service seven days a week, 365 days a year. The DTA owns and operates 78 heavy duty regular route 40-foot and 35-foot diesel buses and 7 battery electric buses that are made available for advertising. The buses serve the Duluth, Minnesota and Superior, Wisconsin service area, as well as Proctor, Minnesota; average annual miles traveled are approximately 3 million miles.

2. All interior and exterior spaces on the DTA's three trolley vehicles and all paratransit vehicles are expressly excluded from this Contract, and any future purchases of the same types of vehicles will also be excluded from this Contract.

3. The DTA is seeking experienced, qualified firms to market, install and maintain advertising on the interior and exterior of its regular route buses. The Contractor shall manage the sales, placement, safe removal and disposal of advertising on DTA owned and operated fixed route buses. Contractor shall manage all tasks related to the execution of the Scope of Work, including marketing, ensuring advertisements are in compliance with the DTA Advertising Policy, and installing and removing advertisements on DTA buses.

4. The individual or firm selected for this Contract must be licensed, bonded and insured, and able to demonstrate at least three years of successful experience in Advertising Services in the past five years, preferably in a transportation setting, along with three references.

B. SPECIFICATIONS

1. Contractor shall manage all tasks related to the Scope of Services, including, but not limited to:

   a. All client sales contacts;
   b. Production of the ad copy;
   c. Printing and plotting services;
   d. Posting and removing advertising materials on DTA buses;
   e. Collecting revenues from advertisers;
   f. All other customary business practices in the sales, placement and removal of advertising;
   g. Provide the DTA monthly reports detailing advertising sales for the prior month and the upcoming month;
   h. Collaborate with the DTA Marketing Director on potential sales leads and upcoming advertising campaigns
   i. Provide the DTA with current sales materials such as rate cards at least quarterly

2. Advertisements displayed under the terms of this Contract shall not conflict with the laws of the United States or of any state or political subdivision thereof having jurisdiction over the DTA, or the rules and regulations of any arm, branch, or agency of any of such governmental bodies, and the DTA's Advertising Policy as may be amended from time to time.

3. Advertisements shall not be route specific, and Contractor shall not represent to potential advertisers that advertising can be route specific without the express written consent of the DTA General Manager.

4. The DTA shall not be construed to be or held to be a partner, associate, or joint venture of or with the Contractor in conduct of any business, and the Contractor understands and agrees that at all times, the Contractor will have the status of an independent Contractor, without the right or authority to impose a tort or contractual liability upon the DTA.

5. The base fleet size to which this Contract applies is 46 standard transit coaches.

6. The DTA specifically reserves the right to add or eliminate vehicles from its fleet without permission from the Contractor. The Contractor understands and agrees that the DTA reserves the right to change or modify the physical appearance of its vehicles for mechanical, safety and/or other reasons without permission from the Contractor. The DTA also reserves the right to reduce the number of buses available for advertising, for reasons of maintenance, business changes or no reason at all, at the DTA General Manager's sole discretion.

7. All bus wrap sale contracts must include the cost of application as well as removal of the wrap and restoration of the original bus paint scheme. In cases of nonpayment by the advertiser for application and removal of the wrap, the Contractor is responsible for this cost.

8. Contractor assumes all responsibility for the materials and services under this Agreement, whether those materials and services are provided by Contractor, purchased ready-made, or provided by a subcontractor.

9. All materials to be used in the placement of advertising on DTA buses shall be of the highest industry standards. All advertising media must be affixed using either short- term removable material or one-way window graphics film (material). Contractor may use non-permanent adhesive vinyl product approved by the DTA.

10. DTA assumes no liability for damages to exterior advertising from a result of a vehicular accident. If an advertisement needs to be removed as a result of an accident, DTA shall make its best effort to notify Contractor via written notice within twenty-four (24) hours of DTA's notice of the accident. Contractor shall not reduce DTA's compensation set forth herein as a result of Contractor's removal of an advertisement due to an accident.

11. Contractor, but only with the DTA General Manger's written consent, may set the rates and prices to be charged for advertising, and the terms, conditions, and manner of payment by advertisers. Rate sheets or rate schedules showing new prices proposed to be charged for advertising shall be furnished to the DTA 30 days prior to their proposed effective date for DTA approval. The DTA may grant approval but shall not arbitrarily withhold same.

12. The DTA has eight battery electric buses and reserves sole right to determine the advertising criteria for those buses, and any other alternative fuel buses that may be added to the DTA fleet during the Term of this Contract, including the size of the advertisements, the content, the materials, etc. The Contractor should include a section in their Sales Plan addressing the unique opportunity these buses represent for advertising revenues.

13. While contractor proposes to exercise every reasonable business effort in the sale of advertising space, it is recognized by the Parties hereto that Contractor may not at all times during the term of this Contract be able to sell all of said space to others, and if Contractor, after such effort is unable to sell such space to others, the DTA reserves the right to use any unsold advertising space for its own promotional purposes at no cost other than production. In such event, the Contractor shall bear the expense of placing and removing such advertisements. The DTA shall furnish Contractor such advertising signs at DTA's expense.

14. Alternatively, the DTA reserves the right to trade any advertising space that is not sold for 100 percent of the advertising space value with no reimbursement to the Contractor except for production costs. In the event the DTA elects not to use unsold space, Contractor may, with prior written DTA General Manager approval and in compliance with the then current DTA Advertising Policy, display such public, educational, and charitable advertisements for the purpose of filling such spaces or locations. All space so utilized shall be reported in the monthly report of Contractor to the DTA referred to herein and will be charged for at customary reduced rates heretofore in use.

15. News releases or statements to the news media, relating to system operations or objections shall not be made by the Contractor without the express written approval of the DTA General Manager.

16. The DTA may consider some hybrid sales contracts, such as "half cash, half trade" arrangements on a limited basis. The vendor must obtain the DTA General Manager's written approval to propose a hybrid arrangement prior to signing the contract with the advertiser. The DTA reserves the right to reject a hybrid arrangement for no cause.

C. COMPLIANCE WITH DTA ADVERTISING POLICY PROCEDURES

1. The DTA declares that advertising ("ad') space on all DTA owned, leased or operated property is a nonpublic forum. DTA advertising space is not intended, designed, or considered to be an open space for public expression.

2. The DTA Advertising Policy is attached herein and incorporated by reference. The DTA explicitly reserves the right to amend, change or suspend this Policy at any time.

3. At all times, the Contractor will comply with and enforce the DTA Advertising Policy for solicitation, selection and administration of advertisements under this Contract. The Contractor shall not accept advertisements that it determines violate DTA Advertising Policy and shall remove advertisements that violate the DTA Advertising Policy.

4. The Contractor shall provide a copy of the DTA Advertising Policy to all current and future customers seeking advertising on DTA buses.

5. All advertising copy, graphics and materials that Contractor believes comply with the DTA Advertising Policy must be submitted to the DTA Marketing Director prior to acceptance of the advertisement. Within five days, the DTA Marketing Director will respond to the Contractor with approval of the advertisement, request additional information from Contractor, or conditionally approval subject to specific revision requirements to bring the advertisement into compliance with the DTA Advertising Policy.

6. The Contractor will reject ad proposals and remove ads that do not comply with the DTA Advertising Policy and will provide a written notification of the denial or removal to the advertiser that includes an explanation and citation to provisions of the DTA Advertising Policy the ad does not comply with. The Contractor may request changes to ads that will bring the ad into compliance with the Policy, including changes to the graphics, verbiage and other items in the ad that cause of the ad to be rejected. Copies of ads that are rejected and all written correspondence regarding the rejected ad must be immediately provided to the DTA Marketing Director.

7. Advertisements that are not in compliance with the DTA Advertising Policy shall, at the verbal or written request of the DTA General Manager, be immediately removed. All advertisements and space covered by this Agreement shall be installed, modified, or removed at the sole expense of Contractor, excepting such advertisements as may be removed by the DTA for the purpose of repairing or cleaning its transportation vehicles as herein before provided.

D. ADVERTISING INSTALLATION/REMOVAL PROCEDURES

1. All advertising installation and removal will be performed at the DTA Operations Center, 2402 W. Michigan Street, Duluth, MN 55806. The Contractor may not interfere with DTA operations.

2. Contractor or its subcontractor, must check in with the DTA Director of Maintenance or designee upon entering DTA property, prior to working on vehicles, upon completing the work and prior to exiting the property. The Contractor will be responsible for all actions of the Contractor's employees or contracted employees or subcontractors while on DTA property. The Contractor will reimburse the DTA for any damages to DTA property caused by the Contractor or subcontractor.

3. At no time will the Contractor be allowed to operate a DTA vehicle. If a vehicle needs to be moved for the installation or removal of an advertisement, the Contractor shall notify the DTA Director of Maintenance and request that the vehicle be moved.

4. Contractor, at all times, must adhere to DTA safety and security policies while on DTA property. High visibility vests or high visibility clothing is required when working in active bus movement areas. This requirement will be strictly enforced. Ladders and installation materials may not encroach on driving lanes or pedestrian walkways. The DTA specifically reserves the right to request work to be stopped or suspended in the event of unsafe working conditions. Contractor will immediately comply with such requests.

5. Contractor must give the DTA Director of Maintenance a minimum of 48 hours written notice requesting specific buses to be scheduled for advertising installation. No more than five buses a day may be scheduled out of service during nonpeak hours unless approved by the DTA Director of Maintenance.

6. Installation, removal and off-site disposal of exterior advertisements shall be solely the Contractor's responsibility. DTA specifically reserves the right to approve all materials and locations of advertising to be placed in and on DTA property. Advertising material to be placed on a bus's exterior must comply with the following:

a. Advertising materials are permitted on the front of the bus except for the front windshield and does not impair the Operator's visibility in any way. The DTA will not remove the bike rack for installation of the wrap;

b. No advertising materials are permitted over the roof of the bus;
c. Material covering windows shall be perforated to allow for passengers to see out of the bus;
d. No advertising materials are permitted over air/exhaust vent(s) along the sides of the bus. Air/exhaust vents at the rear of the bus may be covered if the material is cut so air can pass freely through the vents;
e. No advertising materials are permitted along the rear of the bus above the ventilation panel hinge line;
f. No advertising materials are permitted over the compartment access doors unless the material is cut to allow opening of such doors;
g. No advertising materials are permitted over side marker lights and directional turn signals unless the material is cut around the lighting;
h. No advertising materials are permitted over the rear bumper, license plate, bus numbers, disability logos, and MBL logos unless new decals, which are of a design approved by the DTA General Manager, and of a size that meets minimum Department of Transportation regulations, are placed over the advertising material;
i. No advertising materials are permitted over informational or directional graphics and any other portion of a bus in a manner that interferes in the DTA's sole determination, with the safe operation of the bus;
j. The advertising material must be cut and applied tightly around the rubrail to avoid inadvertent damage due to the high-pressure bus washing system. The DTA shall not be held liable for material or fabric discolored or damaged by normal washing of the buses;
k. Exterior bus wraps must include the three- or four-digit bus number on the front, back, curbside and driver's side of the bus at all times. If an exterior bus wrap covers existing bus numbers, the bus number must be included in the artwork as part of the design. The location and color of the number shall be approved by the DTA Director of Maintenance prior to fabrication of the wrap.

7. Applied advertisements shall be free from wrinkles, blisters or similar defects; "squared" to the vehicle contour lines and present a sharp and clear appearance.

8. Any portion of advertising material that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, must be removed by Contractor, at no cost to DTA, within three (3) business days after the date of DTA written notice sent either by e-mail, mail, or facsimile to Contractor.

9. No layering or direct applications of advertisements is permitted (i.e., the previous advertisement must be removed before application of a new advertisement.)

10. Contractor shall take precaution with respect to bus paint, branding/striping and current decals when applying and removing ads. Application of the advertising shall not negatively compromise the existing paint, branding/striping and current decals on buses. Contractor shall be solely responsible for the cost of repairs caused by the installation and removal of advertising materials performed by Contractor, Contractor's employees, representatives and subcontractors.

11. Contractor shall reimburse DTA for repairs if Contractor's application/removal of advertising damages DTA buses' paint, branding/striping and/or decals (e.g., peels off branding/striping, etc.).

12. In the event that any advertising is damaged due to graffiti or vandalism, DTA shall provide written notice to Contractor for replacement of the advertisement at no cost to DTA. Contractor shall promptly remove the advertisement within twenty-four (24) hours of receipt of DTA's written request.

13. Removal of Dated Materials. All advertisements with dated content shall carry an expiration date. Contractor shall report on the status of removal of expired or obsolescent ads in the monthly reports described herein. Contractor shall remove all dated materials within seven (7) calendar days of the end of an advertising term.

14. The DTA reserves the right to complete regular or periodic spot checks of the quality and condition of all signage installed on DTA vehicles and facilities.

E. FINANCIAL PROPOSAL

1. The Proposal shall identify a percentage of the monthly advertising revenue ("the Percentage Fee"). "Monthly Advertising Revenue" shall mean all income actually received by the successful Proposer from the sale of advertising on the exteriors of DTA buses during each calendar month of the Agreement.

2. The Proposal shall identify whether a one-time upfront payment will be made, and if yes, what amount.

3. The Proposal shall identify what expenses, costs or other charges are deducted from the Percentage Fee to arrive at the amount of net revenue ("Net Revenue") to be paid to the DTA. Annual costs shall be allocated on a monthly basis.

4. At the DTA Director of Finance's discretion, the Contractor may be required to invoice expenses and charges separately for payment by the DTA under the DTA's Financial Procedures. Contractor will be provided written notice of this requirement to change from a Net Revenue payment to a gross receipts and invoice for expenses arrangement.

5. The Proposal shall identify whether there is a guaranteed monthly minimum ("Monthly Minimum Guarantee") to be paid to the DTA (if any). If there is a Monthly Minimum Guarantee, the DTA is to receive either a percentage of the actual Net Revenues or the Monthly Minimum Guaranteed amount, whichever is greater.

F. REPORTING AND PAYMENT REQUIREMENTS

1. For each Contract Year, the Contractor shall pay the DTA the greater of (a) the revenue share percentage of Gross Revenue stated in the Contractor's proposal (the "Revenue Share"), or (b) the minimum annual guarantee stated in the Contractor's proposal (the "MAG"). The MAG for any partial Contract Year shall be prorated by days.

2. By the fifteenth (15th) day of each month during the term of this Contract, and the month following its expiration or termination, the Contractor shall pay the DTA the greater of (a) the Revenue Share of Gross Revenue for the preceding month, or (b) one-twelfth (1/12) of the

MAG. For purposes of this Section, advertising exchanged for goods, services, or other non-cash consideration is valued at the Contractor's published rate card, less customary volume discounts. Gross Billings for advertising displayed over more than one month shall be allocated to each month ratably by days displayed.

3. Each monthly payment shall be accompanied by a Monthly Revenue Report in Microsoft Excel format using the DTA template in Exhibit B, without alteration of its structure. The report shall include:

a) A summary of Gross Billings, permitted exclusions, Gross Revenue, the revenue share, the MAG calculation, and the payment amount;
b) A sales register listing each advertising agreement active during the month, with agreement number, advertiser, media type, number of units, flight dates, and Gross Billings for the month;
c) An occupancy summary showing units available, sold, unsold, and used for DTA or public service messages, by media type; and
d) A certification signed by an officer of the Contractor that the report is true, complete, and prepared in accordance with this Contract.

4. The Contractor is not required to report pricing or advertiser identity for sales not yet displayed.

5. Quarterly Inventory Reports are required in January, April, July, and October, and shall provide a unit-level inventory of all advertising space as of the last day of the prior quarter. For each unit it shall show bus or location number, position (street side, curbside, rear, interior, etc.), media type (e.g., King size), status (sold, unsold, or DTA/PSA), and, if sold, the agreement number and advertiser.

6. Within ninety (90) days after the end of each Contract Year, and after expiration or termination, the Contractor shall deliver an Annual Statement of Gross Billings, Gross Revenue, and payments for the Contract Year, certified by an officer of the Contractor.

7. Upon request of the DTA Director of Finance or designee, the Contractor shall provide, within five (5) business days, copies of advertising agreements, invoices to advertisers, proof of display, or other records supporting any amount reported.

8. If the DTA determines that any amount was underreported or underpaid, the Contractor shall pay the deficiency, with interest under and submit a corrected report within ten (10) business days of written notice.

9. Any amount not paid when due shall bear interest at one percent (1%) per month, or the maximum rate permitted by law if less, from the due date until paid. Acceptance of a late or partial payment does not waive the DTA's right to the full amount due. For purposes of this Section, an amount is due (a) for monthly payments under Section 4.3, on the fifteenth (15th) day of the month in which it is payable; (b) for any MAG shortfall, on the date the Annual Statement is due under Section 4.6; and (c) for any deficiency under Section 4.8, on the date stated in the DTA’s written notice, which shall be at least thirty (30) days after the notice.

10. The Contractor shall maintain complete and accurate books and records relating to this Contract for at least three (3) years after final payment, or longer if an audit, claim, or litigation is pending. Any accredited representative of the DTA may inspect, copy, and audit those records at any reasonable time, at the Contractor's place of business or electronically.

11. Upon expiration or termination for any reason, the Contractor shall immediately pay all amounts due, including any prorated MAG shortfall, without requiring an invoice from the DTA. Sections 6, 8, 9, and 10 survive expiration or termination.

12. The Contractor is in default if it (a) fails to make any payment when due; (b) fails to perform any other obligation under this Contract; or (c) is adjudged bankrupt, or has a receiver or trustee appointed for its property that is not vacated within thirty (30) days. Upon default, the DTA may give written notice. If the default is not cured within thirty (30) days of notice, the DTA may terminate this Contract and remove all advertising matter at the Contractor's expense. Termination does not relieve the Contractor of any obligation under this Contract.

G. PERSONNEL REQUIREMENTS

1. Contractor or Contractor's subcontractors are permitted to perform duties under this Contract at DTA properties, provided they follow the DTA's rules of conduct.

2. It is the responsibility of the Contractor to train and ensure that all staff performing services on DTA property has a thorough working knowledge of the services to be performed and ancillary requirements under this Contract. DTA staff will not assist nor direct Contractor's staff in the completion of their work under this Contract.

3. Security information, including, but not limited to, the layout of the site, methods of security, keys, cards and badges are NOT TO BE SHARED WITH ANY PERSONS OTHER THAN THOSE WHO PERFORM SERVICES ON DTA PROPERTY. Breach of this requirement may be grounds for immediate termination of this Contract.

4. The only Contractor employees that are to be allowed in a secure area of the DTA property are those that have been authorized under the terms of this Contract and only while they are DIRECTLY INVOLVED in providing services or supervising staff. Unauthorized personnel in a secure area of the DTA property when not providing Contract work, except to the extent such personnel are authorized to be in the public areas of the facility as members of the public, may be grounds for immediate termination of this Contract.

5. All Contractor staff providing services under this Contract will be required to sign for each key or FOB issued to the Contractor by the DTA. If a Contractor's employee or staff loses a key or FOB, the replacement cost will be paid to the DTA by the Contractor. If a breach of security results from such a loss and locks must be changed or other changes must be made as a result of a lost key of FOB belonging to the Contractor or Contractor's staff, the Contractor will reimburse DTA for all associated costs and the charges.

6. The Contractor's staff shall practice good personal hygiene and be well groomed while on duty.

7. Interaction with DTA employees and customers is to be kept on a professional level at all times. Personal business, including cell phone use unless it is for a business purpose, is not to be conducted during Contractor working hours on DTA property.

8. Contractor shall ensure that its employees, representatives, subcontractors and others providing services under this Contract will act in a courteous manner, not use profanity or lewd gestures, nor post inappropriate materials or comments on DTA property, including DTA websites or social media, and not smoke or consume alcohol or illegal drugs while on DTA property during the course of providing services under this Contract. In the event that the DTA reasonably objects to any employee(s), representative(s), subcontractor(s) or other persons providing services under this Contract, they shall be removed from the assignment by the Contractor and not permitted to return to provide services under this Contract without the written consent of the DTA General Manager.

H. PROPOSAL RESPONSE REQUIREMENTS

A. The Proposer shall demonstrate understanding of the RFP requirements. In addition, the Proposer shall provide evidence of a thorough knowledge of the kind of transit advertising contemplated in this RFP, including the DTA's standard of quality, the fleet, and other related matters.

The Proposal shall include:

1. Sales Plan. Proposer shall provide a Sales Plan that describes the strategies used to maximize revenue and minimize expenses. The Sales Plan shall include sales strategies, marketing materials that the Proposer will use to accomplish the goal of maximizing the available space on the DTA buses. The Sales Plan shall include factors specific to Duluth, including demographic, geographic, and community profile(s). The Sales Plan shall include any premium charges or discounts that would be offered to advertisers. The Sales Plan response shall be limited to one page.

2. Transition Plan. Although the DTA has enjoyed good service from its current provider ("incumbent Advertising Contractor"), the DTA is open to all Proposers, and will select the Proposal that best meets the DTA needs in accordance with this RFP. Each Proposer shall include a Transition Plan that details how the Proposer would commence work during the transition from the incumbent Advertising Contractor to a new Contractor. Include in the Transition Plan specific activities to prepare for the transition, any suggestions to avoid complications, and past experience with transitioning from one provider to another. The Transition Plan response shall be limited to one page.

3. Materials Plan The Proposer shall provide details on the type of products used, including the manufacturer, the style and the quality of the materials.

4. Quality Control Plan The Proposer shall provide a plan for quality control to ensure that all advertising media is of good quality, is installed and removed in a professional manner, and that they comply with the DTA's Advertising Policy. The Quality Control Plan response shall be limited to one page.

5. Additional Requirements

In addition to the above noted plans, responses must include the following:

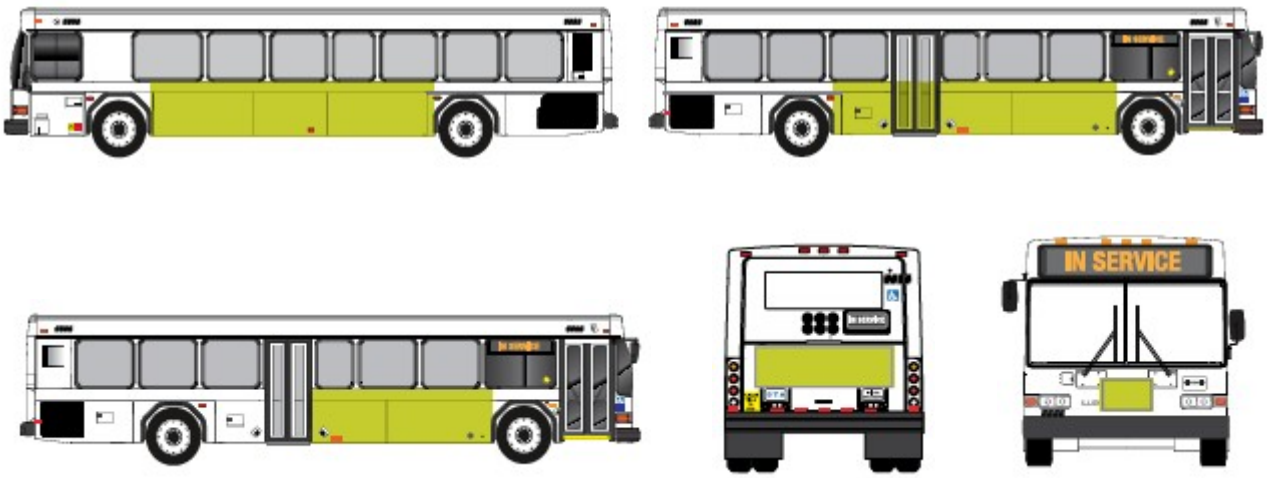
a. The names of the individual(s) to be directly responsible for providing services under the

Contract.
b. A summary of previous work conducted by the individuals directly responsible for providing services similar in scope to that requested here, along with references.
c. A sample report of monthly activity.

6. Proof of Licenses, Bonds or Insurnace
Upon request by the DTA, the Respondent shall provide copies of any licenses, bonds or insurance required in conjunction with the performance of this Agreement for DTA review prior to award.

I. APPROVED CONFIGURATIONS

The installation of bus advertisement graphics will include only the approved configurations and locations on the 48 approved vehicles for the duration of the contract, unless specified in writing by the DTA. See approved locations highlighted below.



Section 7. PROPOSAL EVALUATION CRITERIA

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

3. The DTA will make the award to the responsible Proposer whose Proposal is most advantageous to the DTA. The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking, nor make a recommendation to award to the Proposer with the lowest Cost Proposal, if doing so would not be in the best interest of the DTA.

2. Vendor must provide information regarding their background in Transit Advertising Services, references and other information that may be valuable in evaluating their Proposal. Vendor must demonstrate its ability to provide the DTA with the Proposed services at the time of award, have acceptable accounting practices, and have the special service capabilities to meet the needs of the DTA.

4. The DTA may elect to interview any or all Proposers at its sole discretion and may request examples of Proposer's services in other agencies or firms. The DTA may award without interviews, at its sole discretion.

5. Additional items that will be evaluated:
   a) Financial Proposal
   b) Sales Plan
   c) Transition Plan
   d) Materials Plan
   e) Quality Control Plan
   f) References
   g) Use of subcontractors
   h) clarity and completeness of the Proposal
   i) general understanding of the work to be performed

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

Section. 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
√		Three or more references from the past five years
√		Financial Proposal
√		Sales Plan
√		Transition Plan
√		Materials Plan
√		Quality Control Plan
		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.		

EXHIBIT A

POLICIES AND STANDARDS FOR ADVERTISING ON DULUTH TRANSIT AUTHORITY FACILITIES

The Duluth Transit Authority ("DTA") is an authority of the City of Duluth, Minnesota, and operates a regional transit system in the Duluth metro and surrounding area, as well as in Superior, Wisconsin. The DTA owns and operates buses, vans, trolleys, service vehicles, other transit-related vehicles, bus shelters, transit terminals and facilities, parking garages, maintenance garages, electronic materials including webpages and electronic signs, and other properties (collectively referred to as "DTA Facilities") in conjunction with its regional transit system. It is in the public interest to make advertising space available on certain designated DTA Facilities to generate revenue to augment the DTA's operating budget.

I. PURPOSE

1.01 The primary purpose of the DTA's transit system is to provide safe and efficient public transportation within its service area. Consistent with this purpose, the DTA places great importance on maintaining secure, safe, comfortable and convenient transit facilities and vehicles in order to, among other things, retain existing riders and attract new users of public transit services. To generate additional revenue while also accomplishing the primary objectives of transit operations, the DTA will accept advertising on its DTA Facilities only if such advertising complies with the intent of the standards and conditions of the DTA's advertising policy ("Advertising Policy").

1.02 Nonpublic Forum; Commercial / Proprietary Functions. The DTA will make space on its DTA Facilities available for limited types of advertising ("Permitted Advertising"). By allowing limited types of advertising on or within its DTA Facilities, the DTA will not provide or create a public forum for public discourse or expressive activity, or provide a forum for all types of advertisements. In keeping with its proprietary function as a provider of public transportation, the DTA retains control over the nature of advertisement accepted on DTA Facilities, and does not intend its acceptance of transit advertising to permit DTA Facilities to be used as open forums for public discourse or debate. The display of Permitted Advertising on designated DTA Facilities is intended only to supplement fare revenue, tax proceeds and other income that fund the regional transit system. The DTA's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of that discreet and limited objective, the DTA retains strict control over the nature of the advertisements accepted for posting on or in DTA Facilities and maintains its advertising space as a non-public forum.

In the DTA's experience, certain types of advertisements interfere with the advertising program's primary purpose of generating revenue to benefit the transit system. This Advertising Policy advances the advertising program's revenue-generating objective by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from transit operations, and/or posing significant risks of harm, inconvenience or

annoyance to transit passengers, DTA personnel, and DTA Facilities. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restriction in this Advertising Policy fosters the maintenance of a professional advertising environment that maximizes advertising revenue.

1.03 This Advertising Policy is intended to provide clear guidelines as to the types of Permitted Advertising that will allow the DTA to generate revenue and enhance transit operations by fulfilling the following goals and objectives:

-Maximizing advertising revenue;
-Preventing the appearance of favoritism by the DTA;
-Preventing the risk of imposing demeaning or disparaging views on a captive audience;
-Maintaining a position of neutrality on controversial issues;
-Avoiding offense to patrons of the facility;
-Preserving the marketing potential of the advertising space by avoiding content that the community could view as demeaning, disparaging, objectionable, inappropriate or harmful to members of the public generally or to minors in particular;
-Maximizing ridership;
-Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
-Preventing any harm or abuse that may result from running demeaning, disparaging or objectionable advertisements;
-Avoiding the use of the DTA Facilities to promote illegal activities;
-Reduce the diversion of resources from transit operations that is caused by demeaning, disparaging, objectionable, inappropriate or harmful advertisements.

DTA Facilities are a non-public forum and, as such, the DTA will only accept that Permitted Advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

The DTA reserves the right to suspend, modify, or revoke the application of any of the standards of this Advertising Policy as it deems necessary to comply with legal mandates, to accommodate it primary transportation function, or to fulfill the goals and objectives identified above.

1.04 Certain Excluded Advertising. The DTA will not accept for display on DTA Facilities the types of advertising defined in Section 2.03 of these policies and standards ("Excluded Advertising"). By not accepting Excluded Advertising the DTA can: (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference or disruption of the commercial aspects of its regional transit system; (b) maintain an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern; (c) protect passengers, employees and DTA Facilities from harm or damage that can result from some individual's reactions to political or controversial materials or dissuade patrons from using DTA Facilities temporarily or permanently; and (d) help build and retain transit ridership.

1.05 Limits on Permitted Advertising. Placing reasonable limits on Permitted Advertising displayed on DTA Facilities will enable the DTA to: (a) avoid subjecting its passengers and other members of the public to material that may cause them embarrassment or discomfort and discourage them from using transit services; (b) maintain an image of professionalism and decorum; (c) avoid displaying material that is not suitable for viewing by minors who ride on DTA

buses or vehicles or whose neighborhoods are served by DTA bus routes; and (d) maximize revenues by attracting and maintaining the patronage of passengers.

1.06 Disclaimer. The DTA reserves the right, in all circumstances, to require an advertisement to include a disclaimer, at the advertiser's sole expense, that it is not sponsored by and does not necessarily reflect the views of the DTA.

II. ADVERTISING POLICIES

2.01 Permitted Advertising. Subject to the viewpoint-neutral standards and restrictions contained in this Advertising Policy, the DTA will accept Permitted Advertising for display or placement on designated DTA Facilities. Permitted Advertising includes, but is not limited to:

- **a.** Commercial Advertising. Advertising proposing, promoting or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of products or services in exchange for monetary consideration, in order to advance the advertiser's commercial or proprietary interest, including advertising from tourism bureaus, chambers of commerce, or similar organizations that promote commercial interests of its members.
- **b.** Government Advertising. Advertising by a state or local governmental entity that advances specific governmental purposes.

2.02 Other Permitted Advertising and Public Service Announcements.

a. The DTA will not provide or create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. The DTA may make advertising space available for Public Service Announcements ("PSA") proposed by governmental entities, academic institutions or tax-exempt nonprofit organizations under Internal Revenue Code Section 501(c)(3). Nonprofit entities must provide proof to the DTA of their tax-exempt status upon initial request for approval.

Advertising from governmental entities, academic institutions and tax-exempt nonprofit organizations must be viewpoint neutral and comply with this Advertising Policy. The DTA will not accept advertising from nonprofit entities related to matters of Public Controversy, nor shall the advertising and public service announcements contain displays or messages that qualify as Excluded Advertising under this Advertising Policy.

b. Content of the PSA must be directed to the general public or a significant segment of the public and relate to:

i. prevention or treatment of illness
ii. promotion of safety or personal well-being
iii. education or training
iv. provision of children and family services
v. solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations
vi. provision of services and programs that provide support to low-income citizens, senior citizens, and people with disabilities

c. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the group or organization requesting the public service announcement. The DTA explicitly reserves the right to refuse permission to government entities or nonprofit organization's advertisements that do not conform to this Section or the Advertising Policy in general. Unless the source of the PSA is obvious from the content or copy, the PSA must specifically identify the sponsor of the advertisement or the message.

2.03 Excluded Advertising. The DTA will not accept Advertisements violating the standards and restrictions set forth in this Advertising Policy. For the purposes of these standards and restrictions, the advertising described in this Section is "Excluded Advertising." The DTA will not accept the following Excluded Advertising for display, posting or placement on or within DTA Facilities:

(a) Political or "Issues" Advertising. The advertising space on DTA Facilities is a nonpublic forum. The DTA therefore will not accept political or "issues" advertising. For the purposes of these policies, political or issues advertising includes: (1) advertisements, posters or other displays that promote or oppose candidates for appointive or elective offices; (2) advertising that promotes or opposes the election of any candidate or group of candidates for federal, state, local government offices, (3) political campaign material; (4) advertisements, posters or other displays that promote or oppose ballot questions, initiatives, petitions or referenda; (5) advertisements, posters or other displays that promote, oppose or otherwise directly relate to issues of public debate on economic, political or social issues; (6) messages that implicate, criticize, condemn or denounce the action, inaction, prospective action or policies of an individual or government entity; and (7) advertising that supports or opposes any labor organizations or any action by, on behalf of or against any labor organization.

The following nonexclusive factors are to be considered when distinguishing between permitted commercial advertising and prohibited "issues" advertising under this Policy:

(i) whether a commercial product or service is apparent from the face of the ad;
(ii) whether the commercial product or service is incidental to the public interest content of the ad;
(iii) whether the sale of commercial products or services is the primary source of the advertiser's total annual revenue; and
(iv) whether the advertiser is a for-profit entity.

This exclusion does not apply to Government Advertising herein.

(b) ***Public Controversy.*** The DTA will not accept advertising relating to matters of public controversy, such as pregnancy or abortion counseling, racial tolerance or intolerance, political viewpoints supporting or opposing government actions or speech, civil rights or liberties for protected classes, or lack thereof, promoting or undermining actions of foreign governments or entities for or against its own citizens or for or against the United States, promoting or undermining the use of legal or illegal drugs, etc. ("Public Controversy"). For purposes of determining whether an advertisement contains such material, the DTA will determine whether a reasonably prudent person, knowledgeable of the DTA's ridership and using prevailing community standards, would believe that the material is so controversial that it is reasonably foreseeable that it will result in harm to, disruption of or interference with DTA patrons and/or personnel, dissuade patrons from using DTA Facilities temporarily or permanently, disrupt or interfere with DTA safety and security procedures, the transportation system or DTA Facilities.

(c) ***Alcoholic Beverages.*** The DTA will not accept advertisements and images soliciting or promoting the sale or use of alcoholic beverages other than beer and wine. Beer and wine advertising must contain a responsible drinking message. Copy or graphics that do not

portray responsible use of beer or wine by individuals or groups or portray use of beer or wine by individuals or groups not of legal age will not be accepted.

(d) ***Tobacco, Controlled Substance Products.*** The DTA will not accept advertisements and images soliciting or promoting the sale or use of tobacco or tobacco substitute products including, but not limited to, cigarettes, cigars, smokeless tobacco, vaping or electronic cigarettes, cannabis, cannabis products, cannabis businesses or cannabis services, other federally or state controlled substances, including narcotics, depressants, stimulants, hallucinogens, anabolic steroids, CBD products, etc.; and advertisements that promotes retail establishments whose primary merchandise is tobacco, tobacco substitutes, cannabis products or services, or controlled substance products.

(e) ***Religious Advertising.*** The DTA will not accept advertising in which the primary message is one promoting or opposing religion, particular religions, religious deities, religious issues or religious doctrines, Advertising in which the primary message it to promote a business and/or offers to sell products, good or services is acceptable. For example, an advertisement promoting the sale of goods during Christmastime is acceptable because it promotes the sale of goods and not the religious celebration of the holiday.

(f) ***Advertisements Affecting Image or Operation.*** The DTA will not accept advertisements and images that threaten or adversely affect: the public image of the DTA or its staff; the DTA's ability to operate its Facilities; or the DTA's ability to attract and maintain the patronage of passengers.

(g) ***False, Misleading, Deceptive or Disrespectful Advertising.*** The DTA will not accept advertising or any material or information in the advertising that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) demeaning, disreputable or disrespectful to persons, groups, businesses or organizations, including advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, gender, pregnancy, age, religion, ancestry, national origin, marital status, familial status, disability, including those related to pregnancy or child birth, public assistance, local human rights commission activity, affectional or sexual orientation, or any other characteristic protected under federal, state or local law; and advertising material that is, or that the sponsor reasonably should have known is, fraudulent or would constitute a tort of defamation or invasion of privacy. For purposes of determining whether an advertisement contains such material, the DTA will determine whether a reasonable prudent person, knowledgeable of the DTA's ridership and using prevailing community standards, would believe that the advertisement is in violation of this Policy, or contains material that ridicules, mocks, is abusive or hostile to, or debases the dignity or stature of any individual, groups, businesses or entities of any kind.

(h) ***Unauthorized Endorsement.*** The DTA will not accept advertising that implies or declares that the DTA endorses a product, service, event or program. The prohibition against endorsement does not apply to advertising for a service, event or program for which the DTA is an official sponsor, co-sponsor or participant, provided DTA's General Manager or other designated representative gives prior written approval regarding the endorsement.

(i) ***Obscene or Offensive Material.*** The DTA will not accept advertising that contains obscene or offensive materials. "Obscene materials" means displays or information that,

taken as a whole, appeal to the prurient interest in sex and depict or describe in a patently offensive manner sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, or scientific value, or otherwise qualifies as "obscene" as that term is defined in Minnesota Statutes section 617.241. "Offensive materials" means displays or information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that contains derisive, distorted, immoral, profane or disreputable language or impressions, sexual innuendo or double entendre(s). Obscene or offensive material also includes advertising that contains "pornographic work" as that term is defined in Minnesota Statutes sections 617.246 and 617.247 or promotes pornography, including "men and women's sophisticated magazines," "X-rated" or adult-oriented films, "X-rated" or adult-oriented cable channels and internet sites, adult telephone services, escort services, adult entertainment facilities, adult book stores, adult video stores, nude dance clubs or other adult entertainment establishments, businesses trafficking in pornography, including the use of brand names, trademarks, slogans or other materials that are identifiable with these items, activities or services.

Offensive material also includes material that depicts or represents nudity, sexual or excretory organs, excretory activities, urination or defecation in any way, sexual conduct or sexual excitement, sexual stimulation, including entertainment or products that promote sexual stimulation or the sale of such products, or is unsuitable for minors to see.

Offensive material also includes material that depicts or reasonably appears to depict, a person under the age of eighteen (18) exhibiting his or her sexual or excretory organs or engaging in sexual or excretory activities.

The foregoing prohibitions include, but are not limited to: • Sexually suggestive images, photographs or drawings (example: proactive posing and/or nudity). • Sexually suggestive ad text (example: click here to take something off). • Advertisements dealing with products relating to sexual performance/ enhancements (including herbal and topical supplements) and reproductive related services.

(j) ***Human Reproduction.*** The DTA will not accept advertisements depicting or promoting products, devices, paraphernalia or services related to human reproduction or sexual enhancements, including, but not limited to, contraceptive products or services, statements for or against contraception, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion or other reproductive matters.

(k) ***Unlawful Goods or Services.*** The DTA will not accept advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.

(l) ***Unlawful Conduct.*** The DTA will not accept advertising or any material or information in the advertising that: depicts, promotes or reasonably appears to encourage unlawful or illegal behavior or conduct, including unlawful behavior of a violent or antisocial nature or presents a clear and present danger causing a riot, disorder or other imminent threat to public peace, safety and order; is libelous or an infringement of copyright, trademark, service mark, title, or slogan; is otherwise unlawful or illegal; or is likely to subject the DTA to liability.

(m) ***Aesthetics and Function.*** The DTA will not accept any advertising that interferes with the aesthetics or function of a DTA Facility, including restricting visibility, inhibiting or covering identification or way finding signage, or inhibiting the proper function of the DTA Facility, including movement, ventilation, lighting, etc., or limiting the ability of electronic or radio communication to be conducted.

(n) ***Graffiti.*** Advertising that uses images or symbols that depict or represent graffiti is prohibited.

(o) ***Firearms and Weapons.*** The DTA will not accept advertising that contains images or depictions of firearms or other weapons, including, but not limited to, knives, machetes, brass knuckles, whips or other devices designed or used for inflicting bodily harm or physical damage; the unlawful use of firearms; firearms related products; advertisements that promotes or solicits the sale, rental, distribution, availability or use of firearms, weapons or related products, including clothing with firearm branding; or retail establishments whose primary merchandise is firearms or other weapons.

(p) ***Internet Addresses and Telephone Numbers.*** The DTA will not accept advertising that directs viewers to internet addresses or telephone numbers that contain materials, images or information that would violate this Advertising Policy if the materials, images or information were contained in advertising displayed or posted on DTA Facilities.

(q) ***Distractions and Interference.*** The DTA will not accept advertising that incorporates or displays any rotating, revolving, or flashing devices or other moving parts, mirrors, sound makers, or any word, phrase, symbol or character, any of which are likely to interfere with, mislead or distract traffic or conflict with any traffic control device or motor vehicle regulation, or which interferes with the safe operation of the vehicle or the safety of the vehicle, drivers of other vehicles or the public at large.

(r) ***Profanity and/or Violence***. The DTA will not accept advertising that contains any profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal, or that depicts weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner. Advertisements that promote or depict electronic games or applications that are rated “A” or M" are also prohibited.

(s) ***Adverse to DTA:*** The DTA will not accept advertising or any material contained in it, that is directly adverse to the commercial or administrative interests of the DTA, or that tends to disparage the quality of service provided by the DTA, or that tends to disparage public transportation generally.

(t) *DTA Graphics and References:* Advertising that contains DTA graphics, logos, and representations without the express written consent of the DTA General Manager is prohibited.

(u) *Harmful or Disruptive to DTA Facilities or Operations*. The DTA will not accept advertising that contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the transportation system or DTA Facilities. For purposes of determining whether an advertisement contains such material, the DTA will determine whether a reasonably prudent person, knowledgeable of the DTA’s ridership and using prevailing community standards, would believe that the material is so objectionable that it is reasonably

foreseeable that it will result in harm to, disruption of or interference with DTA patrons and/or personnel, dissuade patrons from using DTA Facilities temporarily or permanent permanently, disrupt or interfere with DTA safety and security procedures, the transportation system or DTA Facilities.

(v) *Unsafe Transit Behavior*. Any advertisement that encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or debarking from transit vehicles is prohibited.

2.04 Prohibitions on Literature or Product Distribution and Leafleting. The DTA's purpose in operating a regional transit system is to meet the public's need for efficient, effective and safe public transportation. DTA Facilities are not public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can disrupt or delay passengers who are boarding and exiting buses and transit vehicles, distract passengers, distract bus and vehicle operators, cause maintenance issues, and otherwise create safety issues for passengers, operators and surrounding traffic. Accordingly, distribution of literature, leafleting, posting of signs and other informational activities are prohibited within DTA Facilities. Notwithstanding the policies that allow the display of Permitted Advertising on designated DTA Facilities, nothing in these policies or standards authorizes or permits advertisers to post signs or business cards, distribute literature, leaflets, coupons, products, magazines, newspapers or newsletters, samples or other items within DTA Facilities.

2.05 Revision of Advertisement. In the event that an advertisement falls within one or more categories of Excluded Advertisements, the advertiser may, in consultation with the DTA advertising contractor, discuss one or more revisions to the advertisement, including modification of the art, copy or content, which, if undertaken, would bring the advertisement into conformity with the DTA Advertising Policy. The advertiser shall then have the option of submitting a revised advertisement for review by the advertising contractor and/or the DTA.

2.06 Notification of Non-Complying Advertisements. Notwithstanding the forgoing, if the advertising contractor and/or the DTA determine at any time that an advertisement already accepted for display falls within one or more of the categories set forth in this Advertising Policy, the advertising vendor and/or the DTA shall:

a. in writing, specify which of the categories the advertisment(s) falls within;
b. notify the advertiser that the DTA has determined that the advertisement is not in conformity with its Advertising Policy and that the advertisement shall promptly be removed; and
c. instruct the advertising contractor to remove the advertisement.

2.07 Removal of Non-Complying Advertisements. Upon receiving a notification of non-complying advertisement, the advertising contractor shall:

a. promptly remove the advertisement
b. shall provide the advertiser with a copy of the DTA Advertising Policy
c. may, in conjunction with the DTA, discuss with the advertiser one or more revisions to the advertisement, which, if undertaken, would bring the advertisement into conformity with the DTA Advertising Policy, and the advertiser shall have the opportunity for revision as set forth herein
d. provide a pro-rated refund of any prepaid advertising fees minus any design, production or installation costs incurred by the advertising contractor or the DTA.

III. ADVERTISING STANDARDS AND RESERVATION OF RIGHTS

3.01 Advertising Pricing and Space Availability. The price for placing advertising on DTA Facilities is governed by the contract(s) between the DTA and its advertising contractor(s). The DTA limits the amount of space on its DTA Facilities available for advertising and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only on DTA Facilities designated by DTA. No advertising, signs and other types of postings or messages may be displayed, posted or placed on any other DTA Facilities.

3.02 The DTA explicitly reserves the right, in its sole judgement, to limit the number of advertisements from any advertiser, groups of advertisers, public or private entities, or any other Permitted Advertising similar in nature, subject matter, or content, to no more than 10% of the advertising space available in or on DTA Facilities.

3.03 Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72-point type for exterior and 24-point type for interiors): Paid for by _____

"Teaser ads" that do not identify the sponsor will, however, be permitted so long as a similar number of follow up advertisements are posted within eight weeks of the initial teaser ads that do identify the sponsor of those initial ads.

3.04 Reservation of Rights. The DTA reserves the right to suspend, modify, amend or revoke the application of any of these policies and standards at any time without cause. All of the provisions of this Advertising Policy shall be deemed severable. Revisions or amendments will be made in writing and provided to the DTA's advertising contractor(s). Subject to any contractual obligations, the DTA reserves the right to discontinue advertising on DTA Facilities and discontinue accepting advertising for display or posting on DTA Facilities. The DTA reserves the right to limit the availability of advertising space on its DTA Facilities and remove advertising that does not comply with this Advertising Policy, and, subject to any contractual obligations, reserves the right to display advertisements and notices on DTA Facilities that pertain to the DTA's operations and its own promotions.

IV. DISCLAIMER OF ENDORSEMENT

4.01 The DTA's acceptance of any advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products or services, information or viewpoints contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via Internet addresses, quick response ("QR") codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

V. APPEAL OF ADVERTISING DECISIONS

5.01 Initial Reviews. The DTA's advertising contractor(s) will make initial decisions about accepting or rejecting proposed advertising. The decisions will be based on this Advertising Policy. The DTA's Director of Marketing or designee will work with the DTA's advertising contractor(s)

and advertisers to resolve issues about advertisements that do not comply with this Advertising Policy. Resolution may include modification of the art, copy or both.

5.02 Appeals to Advertising Review Committee. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of the DTA's Advertising Policy. The Advertising Review Committee consists of the following DTA personnel: the Procurement Manager, the Finance Director, the Director of Marketing and the Director of Operations, or alternative personnel designated by the General Manager. The Advertising Review Committee may consult with legal counsel. The Advertising Review Committee will review the basis for the rejected or removed advertisement and will consider the advertiser's reasons for filing the request. The Advertising Review Committee will make a decision on the request and will notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

5.03 Further Review by General Manager. An advertiser who disagrees with a decision of the Advertising Review Committee may request DTA's General Manager to review the Committee's decision. The advertiser's written request for further review must be received within five (5) business days after receipt of the Advertising Review Committee's decision. The General Manager may consult with legal counsel. The General Manager may accept, reject or modify the Advertising Review Committee's decision and will notify the advertiser of the General Manager's decision within five (5) business days after the General Manager receives the advertiser's request for further review. The General Manger's decision is final.

VI. APPLICATION OF POLICY

6.01 This Advertising Policy shall be effective upon adoption but shall not be enforced to impair the obligations of any contract in effect at the time of its approval. It shall be incorporated into any new contract for advertising on DTA Facilities.

6.02. Any advertising contractor must comply with the advertising standards set forth in this Advertising Policy, as they may be amended from time to time. Any advertising contractor must display only those advertisements that are in compliance with this Advertising Policy.

6.03 Any pilot programs or experimental advertisements must be approved by the DTA in advance.

6.04 Advertising that is removed from DTA Facilities in violation of this Advertising Policy or at the request of the DTA or its advertising contractor, shall be removed at the advertiser's sole cost and expense, with no liability to the DTA whatsoever.

6.05 The Procurement Manager, the Marketing Director, Finance Director, the Director of Operations, are responsible for the implementation of this Advertising Policy.

6.06 The DTA Advertising Policy applies to the posting of all new advertisements on DTA Facilities on or after the Effective Date. Any advertisements that would have been prohibited under this Advertising Policy but which were posted pursuant to a fully executed advertising contract prior to the Effective Date of this Advertising Policy will be allowed to remain posted for the duration of that contract.