Duluth Transit Authority

REQUEST for PROPOSALS

RFP# 2026.11.04

FOR

VENDING MACHINE SERVICES CONTRACT

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 (DTA) is seeking qualified firms to install and maintain food and beverage vending machines in DTA facilities.

Proposals must be received no later than **12:00 p.m., November 25, 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.

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 4, 2026	
Preproposal Tour/Meeting	**RSVP to: hborn@duluthtransit.com**	November 16, 2026	1:00 p.m.
Request for Clarifications	**Email to: hborn@duluthtransit.com**	November 18, 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	
Bids Due	**Email to: hborn@duluthtransit.com**	November 25, 2026	12:00 p.m.
Award	**Successful bidder will be notified via email**	As early as December 9, 2026	

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Section 1. GENERAL CONDITIONS

G-1 REQUEST FOR PROPOSALS

a) Proposals are requested from qualified firms to provide Vending Services for two Duluth Transit Authority facilities, the DTA Operations Center located at 2402 West Michigan Street, and the Duluth Transportation Center, 228 West Michigan Street.

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 at **1:00 p.m. on November 16, 2026**. Meeting will include Tours of the facilities. Attendance is not mandatory, but strongly encouraged. Send RSVP to hborn@duluthtransit.com to attend meeting.

g) The DTA intends to award the contract to the responsible proposer as early as December 9, 2026 with a start date of January 1, 2027.

h) 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) Project Manager shall mean Cheri Soileau.

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) Equipment, materials, and work can be interpreted as interchangeable.

G-4 SUBSTITUTIONS AND OR EQUAL

a) Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal".

b) DTA officials are NOT authorized to discuss this RFP with interested Proposers 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 c) 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 be submitted on the forms attached. All blanks in the Proposal form must be completed. Proposals containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typewriter and initialing the correction in ink by the person signing the Proposal. In the event any price term is expressed by the Proposer in both written and numerical form, the **written** representation shall govern in the event of an inconsistency.

Proposals shall not stipulate any condition not contained in the specifications and other documents submitted for Proposal.

Each Proposal and all required documents shall be emailed using subject line ***"Vending Services Contract RFP – RFB#2026.11.04"*** 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 – Vending 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.

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 and may be subject the Bidder to suspension or debarment proceedings, as well as other remedies available to the DTA.

G-10 CONTRACT FORM AND CHANGES

A sample Contract is included in this RFP. Any proposed changes to this Contract shall be submitted to the DTA Procurement Manager no later than ten (10) days prior to Proposal due date for DTA consideration, see RFP schedule. 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 Bidder, shall sign the formal Contract within twenty (10) days after the Contract is sent for signature.

G-11 BONDING REQUIREMENTS

There are no bonding requirements for this procurement.

G-12 PRICE COMPLETE

The prices quoted in any Proposal submitted shall include all items of services, labor, material, alterations, 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 vending services shall be considered included in the Proposal specifications although not directly specified or called for in these specifications. No advantage shall be taken by the Proposer in the omission of any part or detail which goes to supply the requested services.

Proposer acknowledges and agrees that it will not and cannot assume conditions affecting the work based upon documents and information provided by the DTA or representations and statements made by DTA personnel. The DTA assumes no responsibility for any conclusions or interpretations made by the Proposer based on the information made available by the DTA. Nor does the DTA assume responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of

its officers or agents before the execution of the Contract, unless that understanding or representation is expressly stated in this Contract.

G-13 DOCUMENTATION

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

G-14 PROTEST PROCEDURES

Protests will only be accepted from prospective Proposers or offerors whose direct economic interest would be affected by the award of a Contract or refusal to award a Contract. The General Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protest must include at least the following information:

- Name, address, and telephone number of protestor
- Identification of the solicitation or contract number
- A detailed statement of the legal and factual grounds of protest including copies of relevant documents
- A statement as to what relief is requested

All protest documents received by the General Manager shall be stamped with date and time received and logged into a protest file folder with a copy to the Master File.

PROTESTS BEFORE AWARD

Protests before award must be submitted within the time as specified herein. If the written protest is not received by the time specified, the evaluation process shall continue in the normal manner unless the Finance Director, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.

The protests addressing the adequacy of Invitation for Bids, RFPs, including, without limitation, the pre-award procedure, the Instructions to Bidders or Proposers, General Terms and Conditions, Technical Specifications and Scope of Work, must be filed at the Finance Department no later than three days before the scheduled opening date or the bid or proposal. Thereafter, such issues are deemed waived by all interested parties.

Notice of protest and the basis therefor shall be given to all bidders or proposers. In addition, when a protest against the making of an award is received and the Finance Director determines to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance of their bids or proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for readvertising.

When a written protest against the making of an award is received, award shall not be made until five days after the matter is resolved, unless the General Manager determines that:

- the items to be procured are urgently required; or
- delivery or performance will be unduly delayed by failure to make the award promptly; or
- failure to make prompt award will otherwise cause undue harm to DTA or the State or the Federal Government.

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

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

PROTESTS AFTER AWARD

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

DECISION ON PROTEST

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

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

G-15 ORGANIZATION CONFLICTS OF INTEREST

a) An organization conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.

b) The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Administration. If, after award of this Contract or task order, the Contractor discovers a conflict of interest with respect to this Contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Administration as set forth below.

c) The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Administration in analyzing the situation.

d) The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Administration, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Administration.

e) If the DTA's Director of Administration, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Administration will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement

the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Administration has the discretion to terminate the contract for default. No determination by the DTA's Director of Administration under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (MAY 2014)," which is also incorporated by reference herein.

f) The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this Contract.

G-16 TAXES

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

G-17 SUBCONTRACTOR REPORTING

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

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

G-18 MINNESOTA NONDISCRIMINATION REQUIREMENTS

In accordance with Minnesota §181.59, "DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT"

The Contractor hereby agrees and shall cause this provision to be inserted in every Subcontract the following:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, or the Duluth Transit Authority, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

G-19 DISPOSITION OF BIDS

All materials submitted in response to this RFB will become the property of the DTA, and will become public record in accordance with Minnesota Statutes §13.591 after the award process is complete.

G-20 SINGLE RESPONSE

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

G-21 NO ENDORSEMENT

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

Section 2. FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

A.1 ACCESS TO RECORDS
49 U.S.C. § 5325(g)

Clause Language

a. Records Retention. The Contractor will retain, and will requires its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract; including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

A.2 BONDING REQUIREMENTS
2 CFR §200.325
31 CFR Part 223
Does not apply to this procurement

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

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

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

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

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

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

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

1. ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Duluth Transit Authority shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Duluth Transit Authority may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror/s documented history of non-compliance with DBE requirements on previous contracts with the Duluth Transit Authority.

Contractor Assurance

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Duluth Transit Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

DBE Participation

For purposes of this Contract, the Duluth Transit Authority will only accept DBEs who are:
1. Certified at the time of the bid opening or proposal evaluation by the Unified Certification Program; or
2. An out of state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Duluth Transit Authority.

DBE Participation Goal

There is no DBE participation goal for this Contract.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Duluth Transit Authority or in accordance with state statutes, whichever if more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

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

A.10 EMPLOYEE PROTECTIONS

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

Prevailing Wage and Anti-Kickback

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

A.11 ENERGY CONSERVATION REQUIREMENTS

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

Does not apply to this procurement

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
Does not apply to this procurement

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

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) (“13(c)”), 29 C.F.R. part 215
Does not apply to this procurement

A.20 RECYCLED PRODUCTS

42 U.S.C. § 6962 , 40 C.F.R. part 247; 2 C.F.R. part § 200.322

Recovered Materials

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

A.21 SAFE OPERATION OF MOTOR VEHICLES

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

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally 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, 2026, including the General Conditions and Mandatory Clauses; Technical Specifications, all addenda issued prior to and all modifications issued after execution of the Contract; and the executed Proposal form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 THE WORK

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

ARTICLE 3 TERM

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

The DTA may, at its sole discretion, extend the term of this Contract for a period of three (3) years commencing January 1, 2030 through December 31, 2032, upon written notice from the DTA Procurement Manager or designee. If the DTA extends the term of this Contract in accordance with the foregoing, all of the terms and conditions of this Contract shall continue, unmodified, in full force and effect, except that the payment to the Consultant shall be increased as set forth in the Consultant's Proposal.

ARTICLE 4 REPORTING & PAYMENT REQUIREMENTS

In consideration of the provision of the services referenced in Article 2 above in an acceptable manner, the Contractor shall pay the DTA in accordance with their proposal attached herein and any change orders that may amend the Contract requirements as follows:

1. The Contractor shall furnish to the DTA by the 15th day of each month or quarterly, and each succeeding month of the term of this Contract or quarterly, and the month following the expiration of this Contract or quarterly, a verified statement of the total amount of Contract sales by location for the prior month or quarter completed.
2. Statements shall be submitted to the DTA in electronic format via a Microsoft Office Excel spreadsheet and must be sufficiently itemized to facilitate an easy analysis of the gross revenues, applicable expenses, fees and other factors in calculating the Net Revenue. Annual expenses shall be allocated monthly.
3. Copies of all invoices for applicable expenses applied against revenues must be submitted with each report.
4. At the discretion of the DTA Chief Financial Officer, further documentation may be requested and shall be provided by the Contractor within five (5) days of the request to support itemized line items on the invoice.

5. If the DTA Chief Financial Officer disallows any itemized items on the invoice, Contractor shall correct and resubmit the statement and any resulting additional revenue within ten (10) days.
6. Contractor agrees to permit any accredited representative of the DTA at any time, and from time to time, to inspect and examine the books and records of Contractor during normal business hours for the purpose of verifying compliance with this Contract.
7. Upon termination of this Contract for any reason, Contractor shall immediately pay any amounts due to the DTA without requiring an invoice from the DTA.
8. In the event Contractor shall default (1) in making any of the payments herein required to be made by it as and when the same shall become due and payable; or (2) in performance of any of its obligations under the terms of this Contract, or if Contractor shall be adjudged bankrupt, or if a receiver or trustee shall be appointed for Contractor's property and such adjudication or appointment shall not be vacated within thirty (30) days, then the DTA, upon thirty (30) days written notice, may terminate this Contract, and remove all equipment; provided, however, that such termination shall not relieve and discharge Contractor from any of its obligations under this Contract.
9. Payments shall be remitted to the Duluth Transit Authority Chief Financial Officer, 2402 West Michigan Street, Duluth, MN 55806.

ARTICLE 5 CHANGES TO CONTRACT

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 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 8 INSURANCE

Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and DTA, and ATE Management of Duluth, from all liability described in the paragraph above.

a. Workers' compensation in accordance with the laws of the state of Minnesota.
b. Commercial General Liability (CGL) and Automobile Liability Insurance with limits not less than $2,000,000 Single Limit or $1,000,000 single limit with a $1,000,000 umbrella policy in a company approved by the DTA and shall provide for the following:
   i. Premises and Operations Bodily Injury and Property Damage, Blanket Contractual Liability, Product and Completed Operations Liability.
   ii. Independent Contractors Liability (applicable only if subcontractors are used).
   iii. Coverage for claims arising from acts or omissions of contractor, its employees, agents, and representatives, including subcontractors.
   iv. Premises Liability and excess liability policies shall not have explosion, collapse, or underground property damage or environmental hazard exclusions.
c. Additional Insured: DTA and ATE Management of Duluth SBC shall be named as Additional Insured under Commercial General Liability, Excess/Umbrella Liability*, and Automobile Liability. Alternatively, Contractor may provide an Owners-Contractors Protective policy naming itself and DTA/ATE Management of Duluth SBC.

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

d. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.
e. Certificates showing that Contractor is carrying the above-described insurance in the specified amounts shall be furnished to the DTA within 10 days of the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.

ARTICLE 9 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 10 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 11 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 11 COMMUNICATIONS

Telephone calls may be used to expedite communications, but shall not be official communication unless confirmed in writing. Notice to the DTA or Contractor provided for herein

shall be sufficient if sent by email to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

Duluth Transit Authority
CAO, Cheri Soileau (Project Manager)
2402 West Michigan Street
Duluth, MN 55806

Consultant: _____
_____
_____
_____

ARTICLE 12 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 13 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 14 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 15 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 15 DELAYS

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

ARTICLE 16 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 17 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 18 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 19 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

_____
General Manager

By (CONTRACTOR):

_____

Title:_____

Section 4. FORMAL PROPOSAL SHEET

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).
5. Proposal must be for the base term of three years and an option period of three years.

Firm Name:_____

Addendum Acknowledgment

Mailing Address: Number Date Rec'd

_____ _____ _____

_____ _____ _____

CITY STATE ZIP CODE

By: _____ _____

(PRINT NAME) TITLE PHONE NO.

Signature: _____

Email: _____

4.1 PROOF OF RESPONSIBILITY STATEMENT

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

Statement of Bidder Qualifications and Responsibility

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

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

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

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

15. Has your firm or organization been a debtor in a bankruptcy proceeding in the last ten years? No____ Yes____ If yes, on a separate sheet of paper titled "Bankruptcy Information", state date, court of jurisdiction, amount of liabilities and amount of assets.

16. List the average range of annual gross receipts of the firm or organization for the past three years:

___ Less than $500,000 ___ $500,000 to $1 million
___ between $1 million and $5 million ___ between $5 million and $10 million
___ between $10 million and $15 million ___ above $15 million

17. Identify any conditions (e.g., pending litigation, planned office closures, impending merger, etc.) that may impede the proposed firm or organization's ability to complete the work.

18. Please provide a Proof of Responsibility Statement for each subcontractor or supplier providing goods or services in excess of fifty thousand dollars ($50,000.00) listed in the bid or proposal.

Warranty:

The Contractor,

(i) if it is a corporation, is duly incorporated, organized, validly existing and in good standing as a corporation under of the laws of the jurisdiction of its incorporation;

(ii) if it is a partnership, non-profit organization, individual or sole proprietorship, is duly organized and validly existing under the laws of the jurisdiction in which it was organized;

(iii) is duly qualified and in good standing under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and

(iv) has the power and legal right to conduct the business in which it is currently engaged and

(v) attests that the execution, delivery and performance of the Contract does not and will not violate any provision of any applicable existing law, regulation or of any order, judgment, award or decree of any court or government applicable to the Contractor or the charter or by-laws of the Contractor or any mortgage, indenture, or other obligation.

Signed:

_____

Title _____

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

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

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

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

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

Signed this ___ day of _____, 20___:

_____

Title _____

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. TECHNICAL SPECIFICATIONS

A. BACKGROUND

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 is seeking experienced, qualified firms to install and maintain food and non-alcoholic beverage vending machines at two of its facilities, the Duluth Operations Center located at 2402 West Michigan Street, Duluth, MN 55806, and the Duluth Transportation Center, 228 West Michigan Street.

The DTA does not have any issues with its current vending services provider, On Site Enterprises. The current Contract expires December 31. 2026. Proposals are being sought to provide these services under a new Contract. It is the DTA's intention to use a single vendor for all vending services at its facilities, however, this Contract shall not be construed to be an exclusive agreement, and the DTA shall have the right to negotiate and execute substantially similar arrangements with any other individual, firm or corporation for engaging in similar activities within DTA facilities.

The Contractor will install, service and maintain at high standards of quality, sanitation and cleanliness for the sale of food products, non-alcoholic beverages and other articles, and will keep machines adequately serviced and supplied with appropriate merchandise. Products shall be brand name products. This service shall be provided at no cost to the DTA, and the Respondent shall manage all monies associated with the operation of the services.

The individual or firm selected for this Contract must be licensed, bonded and insured, and able to demonstrate at least three (3) years of successful experience in Vending Services in the past five (5) years, along with three (3) references.

B. SPECIFICATIONS

1. Contractor agrees to pay all federal, state and local taxes which may be assessed against the Contractor's equipment or merchandise while in or upon DTA facilities, as well as all federal, state and local taxes assessed in connection with the operation of its vending services in or upon DTA facilities.

2. The Contractor agrees to comply with all federal, state and local laws and regulations governing the preparation, handling and serving of food and beverages, and to procure and keep in effect all necessary licenses and permits required by law, and to post such licenses and/or permits within the vending areas as may be required by law.

3. The DTA will provide the Contractor with the necessary space for the operation of vending services, and shall furnish all utilities and facilities for the efficient performance of this Contract.

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 DTA will allow Contractor's employees unlimited access to its vending machines during DTA business hours, and will, but shall not be required to, notify the Contractor by email or telephone of any machine the DTA knows is malfunctioning.

6. Each Proposer shall present in their Proposal the latest in state of the art vending equipment to be used in DTA facilities. All machines must perform at maximum efficiency with little down time. The DTA reserves the right to require the Contractor to replace any and all units which, in the opinion of the DTA Project Manager, are unacceptable or unsafe. If any machine is not functional or requires maintenance to be operational at a minimum of two times in one month, or is non-functional for a period of one occurrence that lasts as long as three (3) days, that machine will be replaced with a functional machine on the next business day after the occurrence.

7. All equipment and automatic vending machines installed by the Contractor pursuant to this RFP are, and shall at all times remain, the property of the Contractor.

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. DTA assumes no liability for damages to vending equipment resulting from vandalism or malicious acts of others. Contractor shall not penalize DTA's compensation set forth herein as a result of Contractor's removal of a machine as a result of vandalism or malicious acts of others.

10. The DTA shall not be liable for losses incurred due to changes in operations at DTA facilities, power outages, and other issues impacting the sale of products in the vending machines.

11. No storage for food or equipment will be provided by the DTA.

12. The Contractor shall honor all reasonable requests for refunds. It will be the Contractor's responsibility to address and resolve all refund requests without assistance from the DTA or other tenants at the Duluth Transportation Center. The Contractor shall post in a visible location on every piece of vending equipment clear instructions and contact information for resolving refund requests.

13. The Contractor, at the time of proposal submittal, will provide a copy of its preventative maintenance program for the regular replacement of worn, damaged or malfunctioning vending equipment. This program shall include the maintenance of an inventory of certain equipment and parts necessary to meet emergencies.

14. The Contractor shall provide a local or toll free number that may be utilized for inquiries and/or reporting maintenance matters. This information shall be posted in a visible location on all vending equipment.

15. Removal of Dated Materials. Perishable food shall have a clearly visible expiration date on the wrapper. All expired food shall be promptly removed and properly disposed of without cost to the DTA.

16. Plastic bottles are preferred for all beverages (soda, energy drinks and water, etc.). Aluminum cans will only be allowed for a small amount of product and only when plastic bottles are not available for the product being supplied in cans. The DTA project manager will need to approve any products in aluminum cans.

17. Contractor may set the rates and prices to be charged for food and beverages offered, and the terms, conditions, and manner of payment by its customers. Contractor agrees to set prices that are consistent with the Duluth Superior market.

18. The Contractor shall keep full-service machines stocked so as to provide sufficient amounts of products of good quality, dispensed in conformity with all applicable federal, state and local laws. The Contractor will immediately increase service frequency if unacceptable product outages occur more than once in any one-month period.

19. Contractors shall supply plastic “feet” guards or other mechanisms to protect the floor from being scratched or marred from metal legs or metal components of the vending machines. DTA reserves the right to request additional protection for the flooring as needed.

20. Upon execution of the Contract, Contractor shall participate in a mandatory pre-installation meeting with DTA staff to establish loading and unloading procedures, ongoing access requirements and restrictions, schedules, etc. Contractor shall comply with all DTA directives regarding access to DTA facilities for equipment installations and restocking operations.

21. Upon termination or expiration of this Contract, Contractor shall have five (5) business days after said termination or expiration to remove from DTA properties, all of Contractor’s machinery, equipment, inventory and ancillary items belonging to the Contractor. Contractor shall not cause any damage to DTA premises during such removal, and shall return the area where the vending machines were located to its original condition, normal wear and tear excepted.

22. 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.

C. PROPOSAL REQUIREMENTS

1. The Proposer, at the time of Proposal submittal, shall provide a list of products to be offered in the respective vending machines, and the retail price list for each offering. Contractor shall not substantially deviate from these offerings without the written consent of the DTA Project Manager.
2. The Proposal shall describe the commission schedule or other proposed compensation methodology. Commissions shall be paid monthly or quarterly and include a
3. The Proposal shall describe the types of equipment to be installed at each facility, its current condition (new or used), along with the proposed service schedule.
4. The Proposal shall provide a product stocking schedule, the maximum response for a request for service, and average response time for refund requests.
5. The Proposal shall include a product volume accounting system, method for reporting to the DTA, and the frequency of the reports.

6. Reports should include, at a minimum, the product volume sold by Facility, the percentage of sales that is the DTA's share (if applicable) and other costs or revenue impacting the commission to the DTA.
7. The Proposal shall include a sample report for calculating the commission to the DTA.

D. LOCATION OF VENDING MACHINES

1. The Duluth Operations Center, 2402 West Michigan Street, houses all of the administrative and maintenance staff, and is the home base for the bus drivers at the DTA. Approximately 200 employees work out of this location.

This building is currently served by vending machines in the Driver's Lounge and the maintenance break room. They include:

A. Diver's Lounge
- Two drink/soda machines (plastic bottles, cans for energy drinks only!)
- Two combo machines selling candy, chips, cold drinks and sandwich items that can be heated in a microwave
- One bulky candy machine

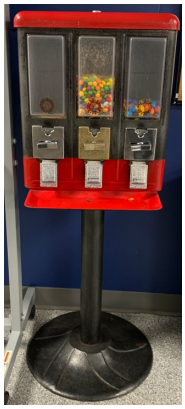
B. The Maintenance Break Room has a soda machine and a snack machine for chips and candy.

2. The Duluth Transportation Center, located at 228 West Michigan Street, is the main hub for DTA transit serving the public. One power outlet is available for two vending machines. No additional machines will be permitted due to space restrictions. The DTA desires one soda machine using plastic bottles only, and one snack machine for chips and candy bars.

E. PHOTOS OF CURRENT VENDING MACHINES

1. Main Drivers lounge - 2402 West Michigan Street





2. Maintenance Break Room
   2402 West Michigan Street



3. Duluth Transportation Center
   228 West Michigan Street



F. 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. 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.
4. Contractor's and subcontractor's staff are required to wear high-visibility vests or high-visibility apparel when working in areas of active bus movements. This requirement will be strictly enforced.
5. The Contractor's staff shall practice good personal hygiene and be well groomed while on duty.
6. 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.
7. 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's General Manager.
8. Upon request by the DTA, the Respondent shall provide copies of any licenses, bonds or insurance required in conjunction with the performance of this Contract for DTA review prior to award.

Section 7. PROPOSAL EVALUATION

1. Vendor must provide information regarding their background in Vending 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.

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

3. 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.

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

5. Evaluation Criteria:

A. Financial Proposal
The DTA will evaluate the reasonableness of the Financial Proposal, including the net income to the DTA and other factors included in the Financial Proposal.

B. Expertise and reliability of the firm
- The quality and adequacy of the individual or firm's staff
- Demonstrated acceptable accounting and reporting practices
- Suitability of the product offerings

C. Quality of products and Services offered
- The experience and proven ability of the Proposer, its staff, and its identified subcontractors to provide verifiable customer service of a quality and level suitable for a public entity.
- The Proposer's quality of machines, maintenance, upkeep and repair capabilities.
- The Proposer's Quality Control Plan.

D. Other Relevant matters
Other relevant matters may include the clarity and completeness of the Proposal and the apparent general understanding of the work to be performed, subcontractors, etc.

6. Disadvantaged Business Enterprise Certification Those individuals or firms that are certified as a Small or Disadvantaged Business Enterprise and listed on the Minnesota, Wisconsin or other state Unified Certification Program, the City of Minneapolis CERT program, the Minnesota

Targeted Business Program, or the Small Business Administration 8a certification should provide a copy of a current letter of certification and/or acceptance to the respective program along with the Proposal submittal. Acceptance of the certification shall be solely at the DTA's discretion.

7. 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.

8. The DTA reserves the right to request Best and Final Offers ("BAFOs") from any or all Proposers. Should the DTA exercise this right, the DTA will revise the Proposal evaluation of the Proposer(s), as necessary, based on information submitted in the BAFO.

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
		Exceptions to Contract provisions
√		Retail Price List of Products that will be offered in vending machines
√		Commission Schedule, or other proposed compensation methodology
√		List of proposed vending equipment, condition, proposed service schedule
√		Product stocking schedule
√		Example report from Product volume accounting system
√		Three or more references from the past five years
		DBE Certification(s)
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.		