



Duluth Transit Authority

REQUEST for PROPOSALS

FOR

ADA Paratransit Service

October 2, 2017

Duluth Transit Authority

2402 W. Michigan St · Duluth, MN 55806

(218) 623-4329 fax: (218) 722-4428

email: nbrown@duluthtransit.com

Duluth Transit Authority Request for Proposals ADA Paratransit Service

Notice is hereby given that the Duluth Transit Authority (DTA) is seeking proposals from qualified individuals or firms to provide ADA Complementary paratransit service for eligible customers of the DTA transit system.

Background information, description of the project, scope of work, and submission requirements may be obtained by calling or writing to: Duluth Transit Authority, attention Procurement Manager, 2402 West Michigan St. Duluth, MN 55806; phone (218) 623-4329; Email: nbrown@duluthtransit.com. Proposal packages will be mailed or emailed to all interested parties.

Sealed proposals must be received by the DTA on or before 2:00 p.m. on Thursday, October 26, 2017, at the above address.

The DTA encourages the participation of small and disadvantaged business enterprises, and affirmatively assures that equal opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, gender, marital status, disability, or age. The DTA reserves the right to accept or reject any or all proposals, or waive any minor informalities for good cause upon a finding that it is in the public interest to do so.

This request does not obligate the DTA to complete the work contemplated in this notice and the DTA reserves the right to cancel this solicitation. All expenses incurred in response to this notice shall be borne by the responder.

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SECTION 1: GENERAL CONDITIONS AND MANDATORY CLAUSES

1.01) REQUEST FOR PROPOSALS

- a) Sealed Proposals are requested from qualified individuals or firms to provide ADA Complimentary Paratransit Service.
- 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) Proposal prices shall be good for 90 days after the Proposal opening.
- e) Sealed proposals must be received no later than **2:00 p.m.**, on Thursday, October 26, 2017 at the offices of the DTA, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA will hold a **preproposal conference at 10:00 a.m. on Thursday, October 12, 2017**, at the DTA office, 2402 West Michigan Street, Duluth, MN 55806. Attendance is not mandatory, but strongly encouraged.
- g) The DTA intends to award the Contract to the responsible proposer as early as November 8, 2017.
- h) Throughout these specifications, the words equipment, materials, and work can be interpreted as interchangeable.
- i) This contract is funded by a grant contract from the State of Minnesota, and by the FTA, CFDA #20.507 in the amount of \$1,600.00, which may be changed during the term of this Contract.
- j) By submitting a Proposal, Responders warrant that the information provided is true, correct and reliable for the purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the Responder to suspension or debarment proceedings, as well as other remedies available to MN DOT and the DTA by law.

1.02) CONTRACT DOCUMENTS

The Contract Documents for this Contract shall consist of the following component parts: Contract; Request for Proposals (Procurement #046-17-1007) including the Required Clauses, General Conditions, Mandatory Clauses and General and Technical Specifications; Executed Proposal Form, including required certificates; and all addenda issued prior to and all modifications issued after execution of the Contract.

1.03) INQUIRIES

All inquiries and other correspondence relating to this Request for Proposals shall be addressed to:

Procurement Manager
Duluth Transit Authority
2402 West Michigan St.
Duluth, MN 55806

1.04) DEFINITION OF TERMS

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

1. DTA, customer, buyer, or Operator shall mean the DTA.
2. Project Manager shall mean the DTA STRIDE Coordinator for all work performed.

3. Respondent, Vendor, Proposer, Contractor, or Consultant shall be interchangeable.

1.05) 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". If present, brand, manufacturer or product names are indicated in the specifications only for the purpose of establishing identification and a general description of the item(s) sought. Items of equal quality, not bearing such name may be substituted with the approval of the DTA.
- b) DTA officials are not authorized to discuss this RFP with interested Proposers. All questions related to this RFP and requests for clarifications must be a written request as required by paragraph c) below. Where prior approval is called for in the specifications it means prior to Proposal opening.
- c) Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing no later than Thursday, October 19, 2017. All requests must be submitted via email to nbrown@duuthtransit.com, or via US Mail unless otherwise approved by DTA in writing.
- d) The replies to request under paragraph c) above will be posted on the DTA website at www.duluthtransit.com, and emailed, mailed or faxed out on Friday, October 20, 2017 to all prospective proposers requesting the response.
- e) Changes to the specifications will be made only by written addendum.

1.06) SELECTION CRITERIA

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

1.07) PREPARATION OF PROPOSAL

Proposals must be submitted on the forms attached. All blanks in the Proposal forms must be completed with ink or typed. 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 typed 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 and other documents submitted by the Proposer shall not stipulate any condition not contained in the specifications.

Each Proposal and all papers bound and attached thereto shall be placed and securely sealed in an envelope and mailed or delivered to:

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

Proposals must be received no later than **2:00 p.m. on Thursday, October 26, 2017**. Time means local time in Duluth, Minnesota. Proposals received after such time will not be considered. Faxed or email proposals will not be considered. All costs incurred in responding to this RFP will be borne by the Responder. The DTA reserves the right to accept or reject any and/or all Proposals in the best interest of the DTA.

No Proposal may be modified after submission except by written modification 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 securely sealed envelope marked as indicated on the Proposal Form.

1.08) WITHDRAWAL OF PROPOSALS

A Proposer may withdraw his Proposal at any time before the time set for the opening of the Proposals only by written notice addressed to the proposal opening marked "WITHDRAWAL OF PROPOSAL" and physically received by the DTA prior to the time for the opening of Proposals.

1.09) CONSIDERATION OF PROPOSAL

The DTA reserves the right, in the determination of the most responsive and responsible Proposer, to consider the ultimate economy of the Proposal within the guidelines of these specifications, the best interests of the DTA and such other factors as may be reasonably determined to affect the ultimate economy of the award as stipulated in the Technical Specifications.

1.10) CONTRACT FORM AND CHANGES

The chosen proposer, within twenty (20) days after the award of the contract from the DTA shall sign the formal contract.

Any proposed change in this Contract shall be submitted to the DTA for its prior approval. Only written change orders, amendments or addenda signed by the General Manager of the DTA, shall be binding upon the DTA.

1.11) BONDING REQUIREMENTS

No bonds are required for Proposal submittal.

1.12) PRICE COMPLETE

The price quoted in any Proposal submitted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the contract 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 make the equipment complete and ready for service or use, or to perform the services as herein required.

1.13) DOCUMENTATION

The Contractor shall provide a complete listing of all products used.

1.14) GOVERNING LAW

This Contract shall be governed by the laws of the State of Minnesota.

1.15) RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies available 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 in writing by the DTA.

1.16) DELAYS

Contractor shall notify DTA 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 delinquent equipment shall not constitute acceptance of the delay, or request for extension, without written acceptance by DTA as a change in the Contract.

1.17) PAYMENT

Terms of payment shall be thirty (30) days net from the conclusion of the month for which payment is due, unless a discount for earlier payment is solicited by the DTA and offered by the Proposer.

1.18) INVOICES

Forward invoice for payment to the Finance Director for approval (two copies please). The invoice shall be addressed to:

Finance Director
Duluth Transit Authority
2402 West Michigan Street
Duluth MN 55806

1.19) STATE, FEDERAL, OSHA SAFETY REQUIREMENTS

All work performed under this Contract shall conform to all latest local, state, and federal safety requirements and shall, in all cases, meet OSHA requirements. It shall be the Contractor's responsibility to ensure complete compliance with these requirements. All required State clauses are provided in Section 7 of this RFP.

1.20) PROTEST PROCEDURES

Protests will only be accepted from prospective proposers 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 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.

1) 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 with 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 therefore 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 MN DOT prior to make such award. MN DOT reserves 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.

2) 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.

3) 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 written protest with MN DOT Office of Transit, 395 John Ireland Blvd, St. Paul, MN 55155. MN DOT will only review protests regarding the alleged failure of a grantee (the DTA), to have written protest procedures or alleged failure to follow such procedures.

1.21) ORGANIZATION CONFLICTS OF INTEREST

- 1) 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.

- 2) The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Finance. 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 Finance as set forth below.
- 3) 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 Finance in analyzing the situation.
- 4) The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Finance, 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 Finance.
- 5) If the DTA's Director of Finance, 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 Finance 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 Finance has the discretion to terminate the Contract for default. No determination by the DTA's Director of Finance under this clause shall be reviewable under FAR Clause 52.233-1, Disputes Clause (JUL 2002), which is also incorporated by reference herein.
- 6) 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.

1.22) TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.

1.23) SUBCONTRACTORS

The Proposer shall disclose all subcontractors and their involvement in the project at the time of proposal submittal. The Contractor shall insert the required Federal and State provisions in every subcontract.

The Contractor shall not withhold payment to a subcontractor without the express written consent of the Duluth Transit Authority General Manager. Contractors may not use a joint check arrangement with subcontractors without the express written consent of the Duluth Transit Authority General Manager.

1.24) 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, Proposer must be prepared to

provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

1.25) MINNESOTA NONDISCRIMINATION REQUIREMENTS

In accordance with Minnesota §181.59, ~~NO~~ 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.

1.26) SIGNIFICANT DATES OF PROCUREMENT

Item	Date	Time
Date of Release	October 2, 2017	
Proposal Conference	October 12, 2017	10:00 am
Request for Clarifications	October 19, 2017	3:00 pm
Responses for Clarifications	October 20, 2017	3:00 pm
Proposal Opening	October 26, 2017	2:00 pm
Interviews (if necessary)	October 30-November 2, 2017	
Award	November 8, 2017	
Service Commencement	January 1, 2018	

SECTION 2: SAMPLE CONTRACT

DULUTH TRANSIT AUTHORITY
CONTRACT FOR
ADA Paratransit Services
October 2, 2017

Contract for Third Party Operating Services *(Draft for Proposal purposes)*

This Agreement, made as of _____, 2017 by and between _____, a _____ (sole proprietorship, LLC, corporation, etc.) located at _____, hereafter referred to as ~~%Contractor+~~ Contractor; and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as ~~%DTA+~~ DTA. The DTA and the Consultant are parties (~~%Parties+~~ Parties) to this agreement (~~%Agreement+~~ Agreement).

WHEREAS, the DTA desires to utilize Contractor's professional services for ADA Paratransit Services; and

WHEREAS, Consultant has represented that it is qualified and willing to perform these services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

ARTICLE 1) The Contract Documents

The Contract Documents consist of this Contract and any amendments thereto; Request for Proposals (Procurement # 046-17-1007) dated October 2, 2017, including the Required Clauses, General Conditions, General and Technical Specifications, executed Proposal Form including Required Certificates, and all addenda and modifications thereto issued prior to the execution of the Contract; all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2) Scope of Services

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

ARTICLE 3) Fees and Payment

In consideration of the provision of the services referenced in Article 2 above in an acceptable manner, the DTA hereby agrees to reimburse Contractor for said services set forth in the Proposal attached hereto and made a part hereof. Contractor shall invoice the DTA for services provided and/or services and equipment purchased based on actual and allowable costs. Requests for reimbursements shall be made no more frequently than monthly and shall be accompanied by supporting documentation providing evidence of hours worked and associated hourly rates set forth in this Agreement, as well as any documentation of actual costs incurred and paid by Contractor in performing the services hereunder, and such other documentation as the DTA may reasonably request.

Upon receipt of said request and the appropriate documentation, the DTA shall promptly pay the Contractor up to the amount set forth in this Agreement. DTA may withhold payment for Contractor's services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents.

ARTICLE 4) Assignability

Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement, nor in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever, without the prior express written consent of the DTA's General Manager.

ARTICLE 5) Term

The term of this Contract shall commence upon January 1, 2018 and shall be completed no later than December 31, 2022, unless terminated earlier as set forth herein.

The DTA, may, at its sole discretion, upon thirty (30) days notice to the Contractor, extend the term of this Contract for a period of five (5) years, from January 1, 2023 through December 31, 2027 (the Option Period) upon written notice by the DTA no later than August 1, 2022. This Request for Proposals has provisions for Proposers to provide costs associated with the Option Period. All Proposals must provide for costs associated with each year of the Option Period; costs for the Option Period will be part of the evaluation process in selecting the successful Proposal. If the DTA extends the term of this Contract in accordance with the foregoing, all terms and conditions of this Contract shall continue, unmodified, in full force and effect, except that payment to the Contractor shall be extended as set forth in the Contractor's Proposal.

ARTICLE 6) Termination of Service

The DTA General Manager may, by giving a thirty (30) day written notice specifying the effective date thereof, terminate this Agreement in whole or in part without cause. Contractor shall be entitled to compensation for services properly performed by it to and including the date written notice of termination of this Agreement, including reimbursable expenses.

ARTICLE 7) Changes to the 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 8) Standard of Performance

The Contractor agrees that all services to be provided to DTA pursuant to this Agreement shall be in accordance with highest degree of care, quality and professionalism for services of this type.

ARTICLE 9) Reports and Inspection

- A. Establishment and Maintenance of Records
Records shall be maintained by the Contractor in accordance with the requirements prescribed by the DTA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of seven (7) years after receipt of final payment under this project.
- B. Documentation of Costs
Contractor will ensure that all costs shall be supported by properly executed payrolls, time reports, 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 Agreement shall be clearly identified and readily accessible.
- C. Reports and Information
Contractor shall be responsible for furnishing to the DTA records, data and information as the DTA may require, pertaining to matters covered by this Agreement.
- D. Audits and Inspections
Contractor shall ensure that at any time during normal business hours and as often as the DTA may deem necessary, there shall be made available to the DTA for examination, all records with respect to all matters covered by this Agreement. Contractor will also permit the 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 Agreement.

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 Agreement 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) Indemnification

The Contractor shall defend, indemnify and save the DTA, ATE Management of Duluth, First Transit, Inc., and the Minnesota Department of Transportation, its officers, agents, servants and employees, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of the DTA, ATE Management of Duluth, First Transit, Inc., the Minnesota Department of Transportation, or of Contractor, by reason of death or injury to person or persons or the loss of or damage to property arising out of Contractor's performance or its obligations under this Agreement. On ten (10) days written notice from DTA, Contractor will appear and defend all lawsuits against DTA, ATE Management of Duluth, First Transit, Inc., and the Minnesota Department of Transportation growing out of such injuries or damage. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done and things to be supplied hereunder.

ARTICLE 11) Insurance

Insurance Requirements

The Contractor's Proposal must clearly note any exceptions desired to insurance requirements, or the Contractor will be deemed to have accepted such requirements and waived any request for exception.

1. **Insurance Certificates and Continuity of Coverage Required.** The successful Responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits required herein. The certificate must be filed with the DTA within ten (10) days of execution of the Contract, and prior to commencing work under the contract. The Contractor must maintain such insurance in full force and effect throughout the term of the Contract.
2. **Required Insurance.** The Contractor will be required to maintain the furnish satisfactory evidence of the following insurance policies:
 - a. **Workers' Compensation Insurance:** Except as provided below, the Contractor will be required to provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, will require its subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:
 - \$100,000 . Bodily Injury by Disease per employee
 - \$500,000 . Bodily Injury by Disease aggregate
 - \$100,000 . Bodily Injury by Accident

If Minnesota Statutes §176.041 exempts the Contractor from Workers' Compensation insurance requirements, or if such responder has no employees in the state of Minnesota, the

Contractor will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Contractor from the Minnesota Workers Compensation requirements. If, during the course of the Contract, the Contractor becomes subject to the Workers Compensation Insurance requirements, the Contractor then must comply with such requirements and must provide the DTA with a Certificate of Insurance evidencing such coverage.

- b. **Commercial General Liability Insurance:** The Contractor will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor pursuant to the Contract. Insurance **minimum** limits are as follows:
- \$2,000,000 . per occurrence
 - \$2,000,000 . annual aggregate
 - \$2,000,000 . annual aggregate . Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- DTA, ATE Management of Duluth, First Transit, Inc., and the State of Minnesota Department of Transportation named as an Additional Insured, to the extent permitted by law

- c. **Commercial Automobile Liability Insurance:** The Contractor is required to maintain insurance protecting the successful responder from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the Contract, and in case any work is subcontracted the Contractor must require the subcontractor to provide Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:
- \$2,000,000 . per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages must be included:

- Owned, Hired and Non-Owned Automobile

- d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** The Contractor will be required provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Contractor's professional services performed under the Contract. The Contractor will be required to carry the following **minimum** limits:
- \$2,000,000 . per claim
 - \$2,000,000 . annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed fifty thousand dollars (\$50,000) without the written approval of the DTA General Manager. If the Contractor desires authority from DTA have a deductible in a higher amount, the Contractor will be required to make such request in writing, specifying the amount of the desired deductible and providing financial documentation, acceptable to DTA, so that DTA can ascertain the ability of the Contractor to cover the deductible from its own resources. DTA will treat such financial statements as non-public data to the extent permitted by the Minnesota

Government Data Practices Act.

The retroactive or prior acts date of coverage must not be after the effective date of the Contract and the Contractor must maintain such coverage for a period of at least three (3) years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

e. Additional Insurance Conditions:

- The Contractor's policy(ies) will be primary insurance to any other valid and collectible insurance available to DTA with respect to any claim arising out of the Contractor performance under this Contract;
- If the Contractor receives a cancellation notice from an insurance carrier affording coverage herein, the Contractor agrees to notify the DTA General Manager within five business days with a copy of the cancellation notice, unless the Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the DTA.
- The Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If the Contractor is self-insured, a Certificate of Self-Insurance must be provided to the DTA;
- The Contractor's policy(ies) must include legal defense fees in addition to its liability policy limits, with the exception of part d above;
- The Contractor must obtain insurance policies from insurance companies having an A.M. BEST rating of A minus+, a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

3. **Right to Terminate.** DTA reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and DTA retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by DTA and copies of policies must be submitted to DTA's General Manager upon written request.
4. **Insurance Certificates.** The Contractor will be required to submit Certificate(s) of Insurance, acceptable to DTA, as evidence of meeting the insurance requirements, prior to commencing work under the Contract.

ARTICLE 12) Rules and Regulations

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

ARTICLE 13) Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the Parties hereto or of constituting the Contractor as an agent, representative or employee of the DTA for any purpose or in any manner whatsoever. Contractor and any officers or employees thereof shall not be considered an employee of the DTA, and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Contractor arising out of employment or alleged employment, including without limitation, claims of discrimination against the DTA, its officers, agents, contractors and employees shall in no way be the responsibility of the DTA. Contractor and its officers, agents, contractors and employees shall not be entitled to any compensation rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance

pay. Furthermore, the DTA shall not in any way, be responsible to defend, indemnify or save harmless Contractor from liability or judgments arising out of the intentional or negligent acts or omissions of Contractor or any of its employees while performing the work specified by this Agreement.

ARTICLE 14) Subcontractors

Contractor shall disclose all subcontractors performing work under this Agreement in writing upon execution of this Agreement, and thereafter promptly report any changes to the subcontractors of any tier in accordance with Article 4 herein. Contractor shall insert the required Federal and State provisions into every subcontract of any tier in accordance with FTA requirements.

ARTICLE 15) Civil Rights Assurances

Contractor, for itself and its officers, agents, servants and employees, as part of this consideration of this Agreement, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability, shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974 as amended (Chapter 363), Title 7 of the U.S. Code, and any other regulations and executive orders which may be affected with regard hereto.

ARTICLE 16) 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 Agreement.

ARTICLE 17) Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that nor any other provision.

ARTICLE 18) Communications

Communications about this Contract shall be in writing and shall be delivered personally; by e-mail, facsimile, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the DTA and of the Consultant designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Designation for DTA

Designation for Consultant

DTA STIDE Coordinator

ARTICLE 19) Extent of Agreement

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

ARTICLE 20) Governing Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota, and 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 the 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 21) No Third Party Rights

Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any term of this Agreement.

ARTICLE 22) Cancellation

The DTA shall have the right to cancel this Agreement if the DTA's governing body does not appropriate moneys to the department or agency in an amount equal to the cost of this Agreement. The DTA will not be held liable for any damages incurred due to changes in state of federal funding, including (but not limited to) a reduction or cancellation of the project.

ARTICLE 23) ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

SECTION 3: GENERAL SPECIFICATIONS AND SCOPE OF WORK

3.01) Introduction and Overview of DTA

In 2016, DTA had over 30,693 Customers who used STRIDE service. There are currently over 2,000 certified Customers. The STRIDE service area is within the City of Duluth and within 3/4 of a mile of DTA fixed route service in both Proctor, MN and Superior, WI. DTA receives funding from both Minnesota and Wisconsin. Funding from Wisconsin is limited and the level of service in Wisconsin reflects that.

Currently the DTA has a contract with Transportation Special Services (TSS) for paratransit operations. There have been no issues in working with TSS. This RFP is being issued as the current contract ends on December 31, 2017.

3.02) Service Hours

The hours of service and the geographic area covered may be amended from time to time by the DTA. The DTA may, by written order no less than thirty (30) days in advance, request increased or decreased services, including vehicle revenue hours and/or administration duties, as well as geographic boundaries of the services; such changes will be compensated based on the cost proposal herein. Such changes shall be at the DTA's sole discretion. Contractor shall proceed to furnish the necessary labor, materials and professional services to complete the services as requested upon the date designated by the DTA STRIDE Coordinator.

3.03) Force Majeure

The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the Contract and without the fault or negligence of the Contractor. Such causes must be clearly documented to the satisfaction of the DTA, and may include, but are not restricted to, acts of God or the public enemy, acts of the U.S. Government in its sovereign capacity or the DTA in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

3.04) Code of Federal Regulations for Paratransit Operations

Any references in this Contract to the Code of Federal Regulations (CFR) shall mean the Code currently in effect and as amended from time to time.

3.05) DTA STRIDE Policies

DTA shall provide, and Contractor shall adhere to, all applicable DTA policies and procedures, including, but not limited to: cash handling procedures; lost and found procedures; Critical Weather Action Plan; Tobacco Free policy; gratuities; ADA applicable policies or others as directed by the DTA STRIDE Coordinator.

3.06) Definitions

For the purposes of this proposal and subsequent agreements the terms below have the following meanings:

ADA. %ADA+or %Americans with Disabilities Act+means the federal Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., and as such law may be amended from time to time.

ADA Service Area. %ADA Service Area+means the portion of the STRIDE Area, within the City of Duluth and within 3/4 mile of a regular DTA route in Proctor, MN and Superior, WI, as required by the ADA.

Appointment Time. %Appointment Time+means the time by which a %Customer+has requested to arrive at their destination. Appointment times are guaranteed by the provider in the same way that pick-up times are.

Contract Year. Contract Year shall be calendar year.

Customer. %Customer+means a person who has been certified by the DTA as eligible for STRIDE services under the Americans with Disabilities Act.

Demand Service. %Demand Service+means the ADA paratransit service covered under this RFP serving ADA certified riders.

Guest. %Guest+means a person accompanying a Customer on a Trip, whom the Customer has not designated as a PCA. Guests must pay the same fare as the Customer.

Maximum On-Board Time. %Maximum On-Board Time+means the maximum amount of minutes a Customer is on-board a Vehicle. The maximum threshold is calculated by multiplying trip distance by 4 and adding 30. No allowable ride time shall exceed 120 minutes.

Missed Trip. %Missed Trip+means a Trip for which the Contractor's Vehicle arrives at the pick-up address more than thirty (30) minutes after the Scheduled Pick-Up Time.

No Show. A "No-Show" means a Trip in which any of the following occur:

- A Customer cancels a scheduled trip less than two (2) hours before the Scheduled Pick-Up Time (marked as a Late Cancel).
- A Customer cancels their scheduled Demand Trip after the Contractor's Vehicle arrives at the designated pick-up point within the 30-Minute Window. (Marked as a Cancel at Door)
- A Customer does not begin the boarding process within five minutes of the Scheduled Pick-Up Time when the arrival of the driver occurs within the 30-Minute Window.

Out of Service Time. %Out of Service Time+is defined as a driver's lunch breaks, driver's breaks, service gaps greater than sixty (60) minutes, accidents and refueling time.

Personal Care Attendant. %Personal Care Attendant+or %PCA+means a person accompanying a Customer to assist them. A PCA does not pay a fare.

Scheduled Pick-Up Time. %Scheduled Pick-Up Time+means the time negotiated with a Customer for a Trip.

Service Times. Service Times means the hours of the day in which service is provided. Service Times may change as local DTA regular route service hours change.

Special Transportation Services (STS). Special Transportation Services or STS means Minnesota Department of Transportation's rules Parts 8840.5100 through 8840.6400 which govern the transportation of persons who are elderly, or disabled in the State of Minnesota.

Subscription Trip. A Subscription Trip means a pre-arranged Trip that occurs at least one day per week at the same scheduled time, from the same origin, to the same destination.

STRIDE. STRIDE stands for Specialized Transit Ride and is the name given to the DTA's paratransit service. General information on STRIDE can be found in Exhibit A STRIDE Rider Guide which is also found on the DTA's website at www.duluthtransit.com.

Trapeze. Trapeze or Trapeze System means the reservation, scheduling and dispatch software system utilized by the DTA in providing STRIDE service. Trapeze is provided to the Contractor by the DTA for such use, and includes any later modifications in such system made by the DTA.

Trip. Trip means a trip for Customer where the Origin and Destination of the trip are within the ADA Service area during the authorized Service Times.

Trip Denial. A Trip Denial means a request by a Customer for a trip within the ADA Service Area and Service Times which the Contractor is unable to provide within 60 minutes of the requested time due to capacity constraints or other issues.

Trip Refusal. A Trip Refusal means the Customer was offered a Trip within the Scheduling Parameters and refused the trip.

Vehicle. Vehicle means a motor Vehicle provided to the Contractor by the DTA which is used for the transporting of Customers, guests and PCAs under the terms of this agreement.

Vehicle Revenue Hour. Vehicle Revenue Hour means the measurement of time (in hours) during which a Vehicle is in service for transporting Customers. A Vehicle Revenue Hour is calculated from the time of the first Customer pick-up to the last Customer drop off excluding all Out of Service Time. Out of Service Time includes but is not limited to driver's lunches, driver breaks, service breaks greater than 60 minutes, accidents, or refueling time.

30-Minute Window. 30-Minute Window means a time period commencing fifteen (15) minutes prior before the Scheduled Pick-Up Time and ending fifteen (15) minutes after the Scheduled Pick-Up Time.

3.07) Overview of Service

A) General Responsibilities

The Contractor will be responsible for all aspects of on street operations to ensure the safe, reliable, high-quality provision of service as outlined in this RFP. The Contractor will provide service following the standards and guidelines set forth in this RFP and the STRIDE Rider Guide (Exhibit A) which may be amended, revised, and supplemented by the DTA.

B) Days of Service

STRIDE service operates 365 days per year. The following days operate per the Holiday schedule as determined by the DTA:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Holiday hours generally follow the DTA fixed route Sunday service schedule. The DTA reserves the right to designate other days as reduced service days based on the level of regular route service being provided.

C) Hours of Service

Trips will be provided on the days and during the hours when regular route service is available. Service operates up to 365 days per year with different hours of operation in Minnesota and Wisconsin based on the current levels of fixed route service. The current hours of service are listed in the STRIDE Rider Guide (Exhibit A). Hours of service are adjusted at the discretion of the DTA and based on changes in regular route service. Contractors will comply with all hours of service changes as directed by the DTA. Contractors will provide service any time regular route service is provided in the community which includes periods of snow and other adverse weather conditions.

D) Vehicle Revenue Hours

The existing ADA paratransit service included in this RFP represents approximately 20,760 annual revenue hours and is based on the total number of Vehicle revenue hours in 2016. A breakdown of Vehicle revenue hours by month for 2016 and the current 2017 months is provided in Exhibit B Vehicle Revenue Hours.

E) Current Staffing

STRIDE service is currently operated by Contractor's Operations Manager, two (2) part-time dispatchers and eighteen (18) drivers. The DTA appoints a STRIDE Coordinator to oversee the execution of the Contract and assist with certifications and complaint resolutions. Any off-hours scheduling and dispatch is handled by DTA dispatching staff.

DTA provides staff for all IT related work including, but not limited to: hardware installation; software testing and equipment/software upgrades. The DTA maintenance department staff handles all Vehicle maintenance and repairs outside of interior cleaning.

In February of 2018 the DTA will receive an additional paratransit Vehicle and funding for an increase of eight (8) hours of service per day and administrative (scheduling) time on weekends. Contractor shall provide a separate cost for additional administrative hours as part of their Cost Proposal.

F) Contractor Staffing General Requirements

The Contractor shall be considered an independent contractor. The Contractor shall have and retain full control over supervision of all its employees. The Contractor shall be solely responsible for:

- 1) All recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination and other functions related to such personnel.
- 2) Satisfactory work performance of all its employees in providing services described in this RFP.
- 3) Compliance with all applicable federal, state, and local labor laws including, without limitation, any and all laws relating to minimum wage requirements, limitations upon the employment of minors, workers' compensation, reemployment insurance, social

- security, the payment of wages and benefits due employees, and all applicable regulations established to protect the health and safety of employees.
- 4) Knowledgeable and in compliance with all Federal Transit Administration (FTA) drug and alcohol policies and procedures as outlined in 49 CFR Part 655 and 49 CFR Part 40.
 - 5) Maintenance of information on all personnel assigned to perform services described in this RFP. The information will include corresponding documentation of current licenses and certifications each employee must have to legally carry out his or her assigned duties.
 - 6) Payment of all employees wages and benefits.

The successful Contractor is not required to hire employees of the current Contractor, but it is recommended that they are interviewed and considered for employment.

The Contractor is solely responsible for ensuring that adequate staffing is provided during all hours of operation. The Contractor's staff shall meet the following criteria which is applicable to their position:

- 1) Are familiar with the requirements of STRIDE service.
- 2) Can follow required procedures for reporting, data collection and operation of the various software programs used for the service.
- 3) Pass a MnDOT pre-employment drug test administered in accordance with all applicable Minnesota State and Federal guidelines for all employees who perform safety sensitive functions as defined by the FTA.
- 4) Maintain a courteous and polite manner in all dealings with the public.
- 5) Are sensitive to the needs of people using the service regardless of their disability, sexual orientation, cultural background, religion, race or age.
- 6) Are able to clearly communicate information essential to the assistance and transport of Customers.

G) Contractor Management Staff

The Contractor shall designate a local Operations Manager to oversee the STRIDE operation. The Operations Manager must have documented experience managing a paratransit or similar operation. The Operations Manager will serve as the principle contact person for the DTA. The Operations Manager shall oversee the operation of the service, provide supervision of all personnel providing the service, and the management of the service's accounts and operating records. The Operations Manager shall be ultimately responsible for all aspects of the service.

In the Operations Manager's absence, another designated staff person shall be assigned responsibility for proper operation of the service, including the resolution of operational problems and Customer complaints. The Operations Manager or their assigned designee shall be available during all hours of transportation service operation to make decisions and provide service coordination with the DTA as necessary.

H) Driver Requirements

1) Driver Wages

The selected Contractor must compensate employees who perform driving functions a minimum starting wage of thirteen dollars (\$13.00) per hour or higher. The minimum wage requirement is intended to ensure that drivers are compensated at an hourly rate adequate to attract and retain qualified and suitable drivers and to ensure a living wage.

2) Driver Training

The Contractor is responsible for ensuring that all drivers receive all required training prior to being placed in revenue service. In addition, the Contractor will ensure that drivers receive training in each of the following areas prior to being placed into revenue service:

- All training required by the Minnesota Special Transportation Services statute.
- Customer service and conflict resolution.
- 60 Minutes of drug awareness training as mandated in 49 CFR Part 655.14
- Relevant STRIDE policies and procedures.
- Use of the Trapeze scheduling software.
- Use of the current STRIDE radio system and procedures regarding appropriate use of the radio system.
- Use of fare collection system.

I) **Administrative Staff Requirements**

The Contractor shall have adequate staff to manage and review all aspects of scheduling paratransit rides including, but not limited to, the scheduling of Vehicles, drivers and routing of Customer trips within the Trapeze system. Contractor's staff will administer STRIDE operations during regular STRIDE hours of 7:30 am . 4:00 pm. On weekends and during off hours, the DTA staff will schedule and dispatch weekend trips as needed.

J) **Staff Training**

The Contractor is solely responsible for ensuring that all staff assigned to this Contract are thoroughly trained on all aspects of their position in accordance with all applicable state and federal laws and the requirements of this Contract. All staff who interacts with Customers must receive a minimum of two hours of training in Customer Service, Disability Awareness, and Conflict Resolution. Additional training may be required as circumstances and technology change.

1) Ongoing Staff Training

All training after system start up shall be the sole responsibility of the Contractor at Contractor's expense. Trainers must have the appropriate experience, certifications and credentials necessary to conduct accurate and thorough training. Ongoing training will include training on all updates or changes to ADA requirements and regulations.

2) Refresher Training

The Contractor shall conduct ongoing refresher training for staff as needed. This training may include the use of DTA scheduling and dispatch system, Customer service skills, disability awareness, changes and updates to DTA policy, safety and disability awareness. The DTA reserves the right to audit any training with or without notice.

3) New Hire Training

The Contractor shall provide appropriate training for all new hires at Contractor's expense.

K) **Removal of Personnel**

The DTA may, at its sole discretion, require the Contractor to remove an employee from the provision of service designated by this RFP; if the DTA determines that the employee's conduct or performance is detrimental to Customers or the DTA. This provision applies to all Contractor personnel.

L) **Licenses and Certifications**

The Contractor shall have personnel policies that conform to all applicable federal, state and local laws. The Contractor shall maintain a current list of personnel assigned to perform

services with corresponding documentation of current licenses and certifications each employee must have to legally carry out his or her assigned duties.

All drivers providing STRIDE services shall meet the Minnesota STS Rule Chapter 8840 for driver qualifications and all other applicable state and federal regulations. In addition, the Contractor shall maintain driver personnel files in accordance with the requirements outlined by Chapter 8840. Implementation and enforcement of all STS rules is statutorily the responsibility of the Minnesota Department of Transportation (MnDOT). Attaining and remaining in full compliance with STS rules is the sole responsibility of the Contractor.

M) Drug and Substance Abuse

The Contractor shall be in compliance with the U.S. Department of Transportation, 49 CFR Part 655 regarding drug and alcohol testing in the workplace for employees in safety sensitive positions.

The Contractor shall appoint a Drug and Alcohol Program Manager (DAPM), and/or Designated Employer Representative (DER) as well as develop and maintain a Substance Abuse Policy. The DTA will conduct applicable drug and alcohol testing for STRIDE drivers as they do for all DTA safety sensitive employees in accordance with 49 CFR Part 655. The Contractor will be responsible for conducting all Pre-Employment tests in accordance with 49 CFR Part 655.41. Any costs associated with the testing of STRIDE drivers will be deducted from the monthly payment to the Contractor.

N) Staffing Reporting Requirements

The Contractor will be responsible for reporting on Equal Employment Opportunities (EEO) in their hiring process. This information will be provided to the DTA and will be compliant with all FTA reporting guidelines. DTA will then use the information provided by the Contractor to report on paratransit operations to FTA and MnDOT. Reporting requirements will be put in place for any new hires outside of current staff.

3.08) DTA Provided Resources and Contractor Requirements

A) Vehicles

The DTA will furnish and own all Vehicles used in revenue service for paratransit operations. Upon execution of a Contract, the DTA will provide the Contractor with the Vehicles listed in Exhibit C %DTA Paratransit Vehicles.+

The DTA will provide additional Vehicles at a number proportionate to ridership growth throughout the term of the Contract. This may include extending the replacement cycle of some Vehicles during the Term of the Contract as needed. The DTA will work with the Contractor's staff to identify the best Vehicles to hold over for replacement if it is necessary.

1. Vehicle Warranty

The DTA will purchase all Vehicles with a standard manufacturer's warranty. The Contractor shall be notified of the warranty on each Vehicle. The DTA maintenance department will be responsible for coordinating all warranty work on DTA owned Vehicles at a time and place specified by the DTA.

2. Vehicle Equipment

The DTA will equip Vehicles with all safety equipment required under Minnesota Administrative rules 8840.5925 Subpart 1. The DTA will also be responsible for equipping all Vehicles with a radio system. The Contractor is required to use the radio system designated by the DTA STRIDE Coordinator. The DTA is responsible for the

purchase of any system-wide equipment upgrade that may be necessary during the term of the agreement.

3. Contractor Use of Vehicle

The Contractor will not use Vehicles for anything except the provision of STRIDE service unless express written permission is granted by the DTA General Manager in advance. The Contractor will transport only ADA STRIDE certified Customers and accompanying guest(s) or Personal Care Attendants. The Contractor will not transport Customers outside the STRIDE service area or after the designated service times without prior permission from the DTA General Manager.

4. Vehicle Advertising

The DTA reserves the sole right to place advertising and information material of any kind or nature on/in the Vehicles. The DTA will collect and retain all revenue produced from such advertising or informational material. The Contractor shall not place any advertising or information material of any kind of nature on the Vehicles without the express prior written consent of the DTA General Manager.

5. Loss of Vehicles

The DTA maintenance department handles all maintenance on STRIDE Vehicles. Should, for any reason, a STRIDE Vehicle be out of operation or the software is down causing adjustments to scheduled trips the DTA will work with STRIDE dispatchers to do what can be done to avoid the cancellation of trips.

6. Vehicle Cleaning

The Contractor shall be responsible for the interior cleaning of all STRIDE Vehicles following the return of a Vehicle to the garage. Interiors shall be swept and trash removed daily. Dashboards, seats, ceilings, walls and all other interior areas and surfaces shall be properly cleaned on a weekly basis. The interior passenger compartment of each Vehicle shall be free of noxious odors from cleaning products. The DTA will be responsible for cleaning the exterior of all Vehicles.

B) Fuel

The DTA will be responsible for the cost of fuel for all Vehicles operated under STRIDE service. Any fuel tax rebates that may be available for fuel paid for by the DTA shall be retained by the DTA.

C) Automated Scheduling and Dispatch System

The DTA shall supply an automated scheduling and dispatch system (currently using Trapeze PASS with a Motorola radio solution). The Contractor shall use the DTA's scheduling and dispatch system for all work designated by this RFP. The DTA will furnish and hold the license and be responsible for all related software costs.

Contractor employees will work on site at the DTA facility at no charge to the Contractor for space. The DTA will provide the computer equipment sufficient to operate the scheduling and dispatching software. In the event of system upgrades the DTA will require the assistance of the Contractor with testing.

In 2017, the DTA has plans to replace the current Motorola radio solution with DriverMate from Trapeze Systems, a wireless solution to radio using tablets. Depending on when this solution is implemented the Contractor will be provided with training from DTA IT staff if they are unfamiliar with the software.

D) Phone System

The DTA will supply a telephone system to be used for all phone communication related to the services designated in this RFP. The equipment shall be installed and maintained by the DTA. The Contractor shall use the DTA supplied phone system for all telephone communications with Customers, their advocates and the public related to paratransit services.

3.09) Service Delivery Requirements

A) Reservation Requirements

Contractor shall provide personnel to complete all scheduling functions during the scheduling hours of: 7:30 am . 4:00 pm on weekdays. On weekends DTA personnel will answer phones and schedule and dispatch weekend trips. When the Contractor's personnel are on-site they will promptly return calls to persons trying to schedule weekday trips as well as schedule and dispatch weekend trips.

The Contractor shall:

- Accept telephone reservations from 7:30 am to 4:00 pm Monday through Friday.
- Accept reservations from one (1) day to seven (7) days in advance of the requested trip date.
- Comply with all established scheduling procedures that may be modified from time to time based on DTA policy/service changes.
- Direct all information requests regarding Customer certification, complaints, commendations and general operating policy to the DTA STRIDE Coordinator.
- Schedule rides at times which balance system optimization and Customer need.
- Schedule rides using an appointment time upon request from a Customer.
- Offer the Customer a pick-up time within one (1) hour before or after the requested pick-up time in accordance with the ADA when no appointment time is provided.
- Read back to each Customer the information for all trips booked including date, time, origin, and destination prior to ending the call with the Customer.
- Ensure that staff has a thorough understanding of STRIDE policies and procedures.
- Under no circumstance will any Contractor or DTA employee change the negotiated pick-up time of a Customer without documented consent of the Customer.

Standard operating procedures for reservations may change at the direction of the DTA STRIDE Coordinator during the Term of the Contract. The Contractor shall comply with all changes to the standard operating procedure as directed by the DTA STRIDE Coordinator.

B) Scheduling Requirements

The Contractor shall schedule all trips in a manner that maximizes productivity while meeting or exceeding performance standards.

1) Trip Requests

All trip requests must be completed with a Customer's initial telephone contact. Contractor's staff may not, at any time, ask a Customer to call back to confirm the status of their ride.

2) Same Day Trip Requests

If the Customer does not have a ride scheduled and requests a same day ride the Contractor will make every reasonable effort to accommodate the ride. Contractor will work with Customers to reschedule any previously scheduled rides when the Customer encounters extenuating circumstances which makes it impossible or unreasonable to perform a return ride as requested.

3) Maximum On-Board Time (OBT)

The maximum allowable onboard time will be defined as the direct travel time at fifteen (15) miles per hour plus thirty (30) minutes. This can be calculated as (4 X Trip Distance in Miles) + 30.

If Distance is:	Max OBT is:	If Distance is:	Max OBT is:
1 mile	34 minutes	16 miles	94 minutes
2 miles	38 minutes	17 miles	98 minutes
3 miles	42 minutes	18 miles	102 minutes
4 miles	46 minutes	19 miles	106 minutes
5 miles	50 minutes	20 miles	110 minutes
6 miles	54 minutes	21 miles	114 minutes
7 miles	58 minutes	22 miles	118 minutes
8 miles	62 minutes		
9 miles	66 minutes		
10 miles	70 minutes		No allowable ride time shall exceed 120 minutes.
11 miles	74 minutes		
12 miles	78 minutes		
13 miles	82 minutes		
14 miles	86 minutes		
15 miles	90 minutes		

4) Subscription Trips

Customers who have a regular need for service may reserve rides on a subscription basis. These types of trips cannot exceed fifty percent (50%) of the available service at any time. If subscriptions total over fifty percent (50%) at any given time, no more subscriptions may be taken during that period unless it directly coincides with another subscription trip.

5) Driver Scheduling

The Contractor shall establish driver work shifts which maximize productivity and comply with all applicable state and federal laws. The Contractor may use a combination of full time, part-time, split and alternative work schedules.

Contractors shall schedule driver shifts and work in a manner that conforms to industry standards and meets all state and federal regulations. The Contractor is solely responsible for ensuring that drivers have sufficient rest between shifts. The Contractor shall schedule breaks which conform to applicable laws and minimize the impact on the provision of service.

Contractors will provide adequate staffing to meet the hourly demands for service while meeting the DTA's established productivity goals. This will be done within the limits of the monthly revenue hours available unless the Contractor receives written permission from the DTA STRIDE Coordinator prior to the use of additional hours.

6) Response to Service Changes

Contractor will adjust work schedules for schedules/dispatch in response to changes to service demand. This can include, but is not limited to: additional evening hours; shifted work day to earlier or later time frames and weekend hours.

C) On Street Service Requirements

1) Driver Service Requirements

Drivers are required to meet the following service delivery requirements:

- Communicate clearly to provide information essential to the safe provision of service.
- Provide origin to destination service for every Customer unless the Customer has requested assistance past the curb and the request has been approved by the DTA STRIDE Coordinator.
- Provide assistance for passengers including support when walking for ambulatory Customers. For Customers who use a manual wheelchair, assistance may include pushing or maneuvering the chair when requested. Drivers should not operate a Customer's power wheelchair.
- Treat all Customers, guests, PCAs, other motorists and members of the general public with courtesy and respect at all times.
- Collect the appropriate fare from the Customer at the time of the trip. This includes all DTA approved fare media.
- Ensure that all Customer mobility devices are secured appropriately, using tie-down systems as intended by the manufacturer. Customers using a mobility device may refuse to wear the shoulder restraint portion of the seatbelt securement system.
- Ensure that all passengers including those using mobility devices are wearing the lap belt securement.
- Ask a Customer using a scooter if they would like to transfer to a Vehicle seat for safety reasons. Drivers may ask but will not require a Customer to transfer to a seat.
- Load Customers using a mobility device on the lift either front or rear facing if requested by the Customer.
- Ensure that child safety seats were properly secured by the passenger or their PCA.
- Wait five (5) minutes after arriving at the pick-up location for Customers who are not ready, available or able to be located. If the driver arrives prior to the scheduled pick-up time, the driver must wait until five (5) minutes after the scheduled pick-up before asking the dispatcher to leave without the Customer.
- Comply with DTA directives regarding appropriate radio usage and protocols.
- Comply with all relevant DTA bus driver policies.
- Perform a proper pre-trip inspection at the start of every shift and a post-trip inspection including trash removal upon return to the DTA garage.
- Assist Customers with packages up to two (2) grocery size bags, two (2) small suitcases or equivalent.

2) Data Collection

Contractor shall ensure that all data collected and reported to the DTA accurately reflects events as they occur.

Contractor shall ensure that the following information is accurately recorded through pre-and-post trip inspections within the software systems provided by the DTA (or) paper manifest printed by the Contractor in the event of a computer failure:

- The actual time of the pull-out and pull-in at the DTA Operations Center
- The Vehicle odometer reading at both the pull-out and pull-in
- Actual arrival and departure time at every Customer origin and destination
- The Vehicle odometer reading at each passenger origin and destination
- The beginning and end time for driver lunch/break and any out of service time greater than sixty (60) minutes
- Equipment inspections (i.e. wheelchair ramps/lifts)

- All incidents, accidents or service disruptions

The information collected will be used by the DTA for Federal National Transit Database reporting requirements. Contractor shall make all reasonable efforts to ensure that the information collected is clear and accurate.

3) Uniforms

All drivers will be in uniform when operating in revenue service. The driver uniform will be selected by the Contractor with DTA approval. The Contractor will be responsible for the cost and ordering of uniforms.

D) Accident and Incident Management

In the event of a Vehicle accident, breakdown or other circumstances that prevent the Contractor from being able to complete a route the Contractor shall have thirty (30) minutes to send a replacement Vehicle or re-route the trips.

The Contractor shall notify the DTA via phone immediately following any accident or incident involving a DTA Vehicle or Customer under the following circumstances:

- Any incident or accident which may prompt media coverage (i.e. police called to Vehicle, major medical emergency etc.)
- A Contractor employee receives a moving violation or is arrested while operating a DTA Vehicle
- A DTA Vehicle has been involved in a collision with a Customer on board
- A DTA Vehicle has been involved in a collision with another vehicle even if there are no Customers on board
- Any incident or accident in which:
 - i. A person requires professional medical attention at or away from the scene
 - ii. A DTA Vehicle is towed from the scene
 - iii. Any situation which prevents a DTA Vehicle from continuing in revenue operation

If any DOT post-accident thresholds are met, in regard to CFR 49 part 655, then the DTA shall be notified immediately and testing will be coordinated by the DTA, conducted by designated officials at Contractor's expense.

In addition to the immediate notification to the DTA, the Contractor will also provide a written report for all accidents and incidents involving Customers or DTA Vehicles within 24 hours. The report shall be sent via email to the DTA STRIDE Coordinator. The Contractor shall also provide a monthly summary report detailing all accidents and incidents.

The Contractor's employees are not required to perform any medical or quasi-medical functions beyond basic first aid for passengers. In the event of Vehicle emergency, the driver shall advise dispatch. Dispatch shall call 911, if appropriate, and wait for further instructions.

E) Complaints

All complaints should be directed to the Contractor's Operations Manager who will enter the complaint into a complaint tracking system as developed by the DTA. DTA will be notified of all complaints. The Contractor shall investigate all complaints using the DTA's complaint resolution process. The Contractor shall have 48 hours, not counting weekends and holidays, to respond to complaints. The Contractor shall notify the DTA's STRIDE Coordinator in the resolution of complaints.

F) Service Suspensions

- 1) Conduct Suspensions
Under the ADA, a Customer's right to service may be suspended only in cases where a Customer is engaged in violent, disruptive, or illegal conduct. The DTA will investigate such driver reported incidents and is solely responsible for issuing any suspension which is not the result of Customer No Shows. Customers and the Contractor will be notified in writing of any Customer suspension which occurs as the result of the conduct. The DTA has the sole authority to establish the terms and procedures of a Customer appeal process as required by the ADA and is responsible for administering the process.
- 2) No Show Suspensions
Under the ADA, a Customer's service may be suspended for Customers who establish a pattern and practice of No Shows. The Contractor shall be responsible for enforcing the DTA No Show Policy.

G) Dissemination of Service Information

The Contractor will disseminate service information to Customers upon the request of the DTA STRIDE Coordinator. The DTA will supply all information needed. The Contractor will not disseminate any of their own materials, allow others to disseminate materials or orally survey Customers without the prior written consent of the DTA STRIDE Coordinator.

H) Contractor Meeting Requirements

The Contractor shall make appropriate staff available to participate in the following meetings as necessary.

- a) STRIDE Advisory Committee
The Contractor will work with the DTA to provide the highest possible level of service for all Customers. The Contractor's Operations Manager will be required to attend STRIDE Advisory Committee meetings alongside designated DTA staff. These meetings will be held with stakeholders in the community who have an interest in STRIDE service.
- b) DTA Board Meetings
The DTA's STRIDE Coordinator prepares and presents STRIDE reports to the DTA Board of Directors. The Coordinator will work with the STRIDE Operations Manager to collect necessary information for presentation.
- c) Contractor Performance Meetings
The Contractor's Operations Manager and other appropriate staff will participate in regularly scheduled performance meetings with DTA staff. The purpose of these meetings will be to discuss and track issues, problems, performance indicators and any other matters which the DTA and the Contractor consider important in relation to the Contract and the quality of service.
- d) Customer Meetings
The Operations Manager and any other appropriate staff will attend necessary Customer meetings and other relative special events scheduled by the DTA to solicit feedback from STRIDE Customers.

I) Fare Collection and Operating Revenue

1) Fare Collection Requirements

All fares collected belong to the DTA. The Contractor will collect from each Customer and guest the correct fares as specified in the most current DTA adopted Fare Policy. The current fare policy is included in Exhibit A %STRIDE Rider Guide+The DTA may, at its discretion, amend its Fare Policy.

The Contractor is responsible for collecting fares. The Contractor will collect cash fares, fare tickets or other fare media approved by the DTA. The Contractor is solely responsible for any lost revenue due to uncollected fares which should have been collected from a Customer or guest. This includes any uncollected fares which occur because of service failures unless otherwise specified in this section.

2) Non-Fare Rides

The Contractor shall not collect a fare from a Customer or guest when the Contractor arrives at the Customer pick-up location at a time outside of the pick-up window. PCAs will also not be charged a fare.

3) Other Operating Revenue

The Contractor shall not accept any other non-fare income or revenues generated by, derived from, attributable to, or related to the operation of the transit services provided under an executed contract. This includes without limitation, passenger donations and revenue from any other sources.

J) National Transportation Database Reporting Requirements

To maintain its status as an eligible recipient of federal transit funding, the DTA and its Contractors providing transit service must report certain data and operating statistics to the National Transit Database. Accordingly, the reporting requirements of the NTD are incorporated in an executed Contract by this reference. Using forms approved by the DTA, the Contractor must report monthly to the DTA in compliance with the National Transit Database line item reporting requirements and must submit calendar year-end reporting statistics no later than March 1 of the succeeding calendar year. The Contractor must provide the DTA with access, during reasonable business hours, to any source documents needed to meet the NTD reporting requirements. This includes Vehicle manifests or trip sheets, Vehicle maintenance records, contract budget information, Customer complaints, incident reports, and aggregated drug and alcohol test results.

K) Record Retention

The Contractor shall retain, at their expense, the following data for (7) seven years after termination of the Contract:

- Driver training records
- Maintenance records for Vehicles
- Safety inspections for the Vehicles performed by the State of MN
- Inspection reports documenting fulfillment of the MN-STS rules
- Vehicle Accident reports
- Lawsuit related items
- Financial records related to the DTA Contract(s.)
- Manifests for daily service delivery (if printed)

- Company Policies
- Proof of Insurance

L) Data Reconciliation

The Contractor shall be responsible for reconciling data recorded by the Driver on their daily manifest or within the DTA's scheduling and dispatch system. Contractor's staff will correctly enter time and odometer entries for the pull-out and pull-in as well as every pick-up or drop-off and out-of-service record. Contractors shall record all Out of Service Time which occurs throughout the course of the day.,.

M) Data Collection

The Contractor shall assist the DTA in conducting periodic surveys of Customers, as well as collect other information the DTA may find necessary to obtain. Additional requests for data may be made by the DTA. Information will be provided to the DTA in the format requested. The Contractor is prohibited from initiating passenger surveys. The DTA may require the Contractor to carry out on-board passenger surveys for project evaluation. If so required, the Contractor agrees to perform passenger surveys in the manner and at the time agreed upon by the DTA STRIDE Coordinator and the Contractor

N) Data Access

The Contractor must provide the DTA with access, during reasonable business hours, to any source documents needed to meet the NTD or other reporting requirements. This includes but may not be limited to:

- Paper copies of driver manifests or trip sheets
- Vehicle maintenance records
- Contract budget information
- Customer complaints
- Incident reports
- Aggregated drug and alcohol test results

3.10) Payment for Services

The Contractor shall submit a monthly invoice for payment but should be aware that the first payment for services may not occur until up to sixty (60) days after the beginning of the Contract. The Contractor must have sufficient financial resources to cover operating expenses during this period, as no advance payment will be allowed in accordance with DTA policy. All STRIDE revenues belong to the DTA. Revenues are counted and deposited by DTA staff into a DTA account and should not be taken into account in the monthly invoice.

Following the first payment for services, payments shall be monthly and calculated on the basis of the value of the total monthly Vehicle revenue hours at the Contractor's proposal price.

3.11) Performance Requirements

The DTA will expect the Contractor to meet performance measurements, outlined in Table 1. The Contractor will provide the DTA with monthly summaries for each criterion. If targets are missed, an overview of the issues or problems that arose must accompany the summary. If the same target is not reached in a three-month succession the DTA reserves the right to review Contract terms and pricing and negotiate changes until targets are met.

DTA will conduct quarterly reviews of the reporting process in regard to the performance targets to ensure the Contractor is correctly reporting data as it relates to the performance targets.

Table 1: Paratransit Performance Measurements

Criteria	Measurement
Average monthly on-time performance	On-time performance shall not be less than 95% for all trips within a calendar month excluding bad weather days.
Maximum Allowable On-Board Time	Passenger ride times shall not exceed the maximum allowable on-board time for more than 5% of all scheduled trips in any given month.
Preventable accidents	Shall not exceed one per 100,000 Vehicle revenue hours in a calendar month. Preventable accidents shall be determined by the DTA Director of Safety and General Manager.
Complaints and STRIDE Policies	Failure to enforce the No Show and Late Cancel policy or respond to Customer complaints within 48 hours excluding weekends and holidays. Current DTA policies can be found on the DTA website at duluthtransit.com
ADA Regulations and Requirements	Failure to comply with all applicable ADA regulations and requirements.

Should the Contractor have a standardized set of performance criteria they work with, the Contractor is encouraged to provide it in the Proposal Response for DTA review.

SECTION 4: COST PROPSAL

4.01) Cost Proposal Overview

Proposers shall provide a detailed summary of costs for Proposed Services during the initial Contract Term and increases in costs (if any) for the Option period in accordance with the Proposal Form, Section 6. Costs shall be broken down between a monthly Administrative Fee, and a separate rate per Vehicle Revenue Hour. The DTA anticipates increasing Vehicle Revenue Hours of service by eight (8) hours per day, beginning in first quarter of 2018 when an additional paratransit vehicle will be available for use during peak operation periods. Proposer should assume an average of 2,000 hours per month of Vehicle Revenue Hours, for a total of 24,00 annual Vehicle Revenue Hours.

4.02) Description of Proposed Costs

- 1) Proposer shall provide an hourly service rate based on an estimated 24,000 Annual Vehicle Revenue Hours. Vehicle Revenue Hour rate shall include driver wage and benefit expenses, as well as other expenses associated with this portion of the service. Proposer should consider that all Vehicles, equipment and software will be owned and maintained by the DTA, outside of general interior cleaning of the Vehicles as outlined in the Scope of Work.
- 2) Proposer shall provide a separate cost per month for paratransit administrative services based on STRIDE office hours of 40 hours per week, from 7:30 a.m. until 4:00 p.m. This monthly Administrative Fee shall include costs for wages and benefits of Proposer's management and administrative staff, other overhead (i.e. insurance, office supplies, etc.) profit and other associated expenses to administer STRIDE services.
- 3) Proposer shall provide a separate cost per hour for additional administrative hours that may be added before, during or after regular STRIDE office hours and/or on weekends for STRIDE scheduling and dispatch services. The hourly rate shall include costs for wages and benefits of management and/or administrative staff, and other associated expenses.

4.03) Conditions of Proposed Costs

The costs per hour shall be applicable for increases and decreases in services requested by the DTA General Manager, in his sole discretion, at any time during the term of this Contract. Changes to employer or employee benefits costs such as withholding taxes or leave benefits that are mandated by a federal, state or local government and applicable to Contractor's employees under this Contract, will be equitably adjusted in the hourly rate at the time of implementation.

Proposer must provide a summary on how the costs were achieved and provide a contingency plan as it relates to foreseeable increases in the following, but not limited to: labor costs; insurance, etc. It should be noted that fuel is not a cost to the Contractor as all fuel costs are absorbed by general DTA operations costs and fluctuations in the costs will not directly affect the price per hour of the Contractor's service.

Should a Contractor desire to use different equipment or software than the Trapeze Pass and DriverMate programs provided by the DTA, Proposer shall identify the costs associated with the different equipment or software at the time of Proposal.

Costs will be evaluated on the total estimated annual costs for the Administrative Fee and annual Vehicle Revenue Hour costs estimated at 24,000 hours per year, for the base term and the option period.

Fee Type	Formula	Total
Monthly Administrative Fee	Fee \$XX at 12 months	\$XX
Vehicle Revenue Hourly Fee	Hourly Rate \$XX at 24,000 annual vehicle revenue hours	\$XX
Total Estimated Annual Cost		Sum

Estimated annual Vehicle Revenue Hours of 24,000 hours are for Proposal purposes. Payments for Vehicle Revenue Hours shall be based on actual hours operated per month in accordance with the terms and conditions herein.

Contractor is responsible for the accuracy of any manifests, billing or invoices submitted pursuant to the Contract, including any errors that result in over billing. Upon discovery, all overbilled fees shall immediately be refunded to the DTA.

4.04) Increases in Proposed Costs

Proposer shall provide an increase in the monthly Administrative Fee (if any) for each year of the Option period. The percentage increase shall be calculated on the monthly Administrative Fee from the prior Contract Year.

Proposer shall provide an increase in the hourly Vehicle Revenue Hour cost (if any) for each year of the Option period. The percentage increase shall be calculated on the Vehicle Revenue Hour cost from the prior Contract Year.

Contractor shall adjust invoice totals when the adjustment becomes effective.

SECTION 5: PROPOSAL EVALUATION AND REQUIRED SUBMITTALS

5.01) Requirements of Proposals

- 1) Proposer shall have a minimum of 5 years of relevant experience within the past 10 years.
- 2) Proposer shall submit proposals as set forth in Section 1, General Conditions.
- 3) Proposers are cautioned not to minimize the importance of an adequate response in any area.

5.02) Content of Proposal

Proposers shall provide the following information and use the format below as a guideline for developing a final proposal.

A. Technical Data Section 1 . Qualifications of the Proposer and Staff

a) Introduction

Provide an introduction of the Proposer and key members who may be involved in this Contract. Describe primary business experience of the Proposer, length of time in business, ownership, location of offices, contact information and other information the Proposer might deem pertinent and introductory in nature. A primary contact person and contact information for solicitation purposes must be included.

b) Qualifications of Proposer

In this section, the Proposer shall provide its history, experience and past performance relevant to DTA's needs, including but not limited to, a description of the Proposer's direct experience which is similar in nature, scope and complexity to that required by this scope of work.

c) References

The Proposer shall provide a minimum of three (3) references for similar types of work. References in a broad base of transportation services will be accepted as %similar types of work+for this RFP.

d) Past Performance

Proposer shall provide a complete list of all current and/or previous clients during the past five years, which have required services and performance similar in nature to DTA's requirements. The list shall include: 1) Firm's Name; 2) Term Dates; 3) Number of Vehicles Supported; 4) Contract Status, Active, Closed . to include termination type or fulfillment; and 5) Point of Contact with email address and phone number.

e) Qualifications of Staff

This section shall contain the Proposer's staffing and organizational plan, which shall identify the Operations Manager(s) and any other key personnel who will be assigned to the work under this Contract. This section shall also contain the direct qualifications, experience and training of each key individual or group of individuals. It should be noted whether hiring or evaluation of current STRIDE employees will need to be conducted to find appropriate staff in the region.

B. Technical Data Section 2 . Work Plan

Evaluation of the Proposer's understanding of the scope of services and performance requirements as provided within Section 4 . Scope of Work, the appropriateness of the proposed approach/methodology to provide the required services, and the description of a

detailed and logical plan for performing the services requested herein. The Proposer's work plan shall include a detailed response in the same order as listed within the following technical performance topics below:

a) Project Overview

Provide a 2-3-page overview of how the Proposer plans to accomplish the tasks described in the Scope of Work. How does the Proposer manage the responsibilities and requirements outlined in the scope?

b) Staffing

Describe the staffing plan. How would the Proposer organize the work? What strategies will be used to manage staffing levels and assure adequate staffing to meet all contractual requirements?

c) Recruitment and Hiring System

Provide a description of the Proposer's recruitment and hiring system. What recruitment strategy does the Proposer employ?

d) Transition Plan

Describe the Proposer's plan to transition the management of operations. How does the Proposer plan to implement their processes and procedures in regard to this Scope of Work or if the Proposer is taking over operations from the current Contractor?

DTA assumes hiring of current Contractor's employees may maintain workflow efficiencies with respect to skills, knowledge, experience and proven capability, but does not mandate that the Contractor hire Current Contractor's employees. Should Proposer choose to incorporate the hiring of existing employees, Proposer shall discuss in detail their plan to include, but not be limited to, the transition process, hiring process, interview and timeline necessary to incorporate existing employees for the proposed effort.

Provide a timeline for how Proposer plans to execute work or transition to be up and running by the Contract execution date. Will the Proposer be able to take over operations by Contract execution date?

e) Customer Service

Describe the Proposer's Customer service program. Describe the Proposer's experience handling customer complaints. Describe the Proposer's ability to maintain productive relationships with Customers, fellow Contractors and representatives of other agencies.

f) Emergency Response

Describe the Proposer's ability to respond to service changes due to unforeseen events or emergencies in which fixed route service is altered or cancelled.

g) Data Collection

Describe data collection procedures and processes to meet DTA requirements for accurate records. Provide a description of Proposer's level of experience using Trapeze PASS software.

C. Cost/Price Proposal

Proposer shall provide a comprehensive Cost Proposal in accordance with Section 4 of this RFP. Evaluation will be based on a complete and comprehensive cost proposal, overall cost of the Contract for the initial Term and Option period, based on an estimated 24,000 annual

Vehicle Revenue Hours, as well as a contingency plan for cost increases in future Contract years. Proposers shall also submit a signed Cost Proposal Form provided in Section 6.

D. Proposal Completeness

Evaluation will be conducted on the clarity and completeness of proposals.

5.03) Evaluation Procedure

A committee will be appointed to evaluate proposals. The committee will employ only those evaluation criteria set forth herein or in addenda that may be issued. DTA reserves the right to investigate the qualifications of all Proposer under consideration and to confirm/verify any part of the information provided by the Proposer. Award selection will be based on consideration of a combination of technical and price factors to determine the Proposal most advantageous to and best interests of the DTA.

5.04) Submittal Requirements

Submit two (2) copies (one unbound copy that is easily scanned) of the Proposal to Procurement Manager, DTA; 2402 West Michigan Street, Duluth, MN 55806. Proposals are to be sealed in a mailing envelope or package with the Proposers name and address clearly written on the outside. Electronic submittals will not be accepted. An authorized representative of the company must sign each copy of the proposal, in ink.

5.05) General Information for Proposers

1. Issuing Office

The DTA issues this RFP.

2. Incurring Costs

The DTA is not liable for any cost incurred by Responders prior to final execution of the Contract. Costs incurred to prepare a response are the responsibility of the Responder.

3. Addendum to RFP

If it becomes necessary to revise any part of this RFP, addenda will be provided to all Responders who received the initial RFP.

4. Economy of Preparation

Responses should be prepared simply and economically, providing a straightforward, concise, unambiguous description of the Responders ability to meet the requirements of RFP.

5. Oral Presentation

Responders may be required to make an oral presentation on their submittal to the DTA. Such presentations provide an opportunity for the Responder to clarify the submittal to ensure thorough mutual understanding. The issuing office will schedule any required presentations.

6. Disposition of Responses

All materials submitted in response to this RFP will become property of the DTA and will become public record after an evaluation process is completed and an award decision made, subject to 49 U.S.C 5325(b)(2)(D) and MN Statutes §13.591.

If a responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the state, its agents and employees, from any judgments or damages awarded against the state in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification

survives DTA's award of a contract. In submitting a proposal in response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnDOT. MnDOT is required to keep all the basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

MnDOT will not consider the prices submitted by the responder to be proprietary or trade secret materials.

7. Contingency Fee Prohibited. Pursuant to Minnesota Statute §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
8. Conflicts of Interest
The Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. The responder shall also review and concur with the DTA Vendor Code of Ethics as well as the Organizational Conflict of Interest on the DTA website.
9. News Release
News releases pertaining to this Contract shall not be made without prior approval from the DTA.

5.06) Checklist of Submittals

- Formal Proposal based on Section 5 . Evaluation of Proposals
- Formal Cost Proposal based on Section 4 . Cost Proposal
- Signed Cost Proposal Form (Section 6)
- Signed Proof of Responsibility and Corresponding Certificates (Section 6)
- References
- List of Proposed Subcontractors (if necessary)

SECTION 6: COST PROPOSAL FORM AND REQUIRED CERTIFICATIONS

All Proposals must be written, signed and transmitted in a sealed envelope, plainly marked with Proposal number, subject matter and opening date.

PROPOSAL GUARANTEE REQUIREMENTS: None Required

ALL fees, delivery, and installation must be included. TAX: Federal Excise Tax Exemption Account No. 41740056K; The DTA is State and City Tax Exempted.

Proposers shall provide an estimated annual cost based on **24,000 Vehicle Revenue Hours**, along with a breakdown of costs by administrative fee, and vehicle revenue hour costs.

Base Contract Period, January 1, 2018 through December 31, 2022.

	Administrative Expense Per Month	Vehicle Revenue Expense/Hour	Additional Administration Cost /Hour
Contract year 1	_____	_____	_____
Contract Year 2	_____	_____	_____
Contract Year 3	_____	_____	_____
Contract Year 4	_____	_____	_____
Contract Year 5	_____	_____	_____

Percent Increase 5-Year Option, January 1, 2023 through December 31, 2027.

Contract year 6	_____ %	_____ %	_____ %
Contract year 7	_____ %	_____ %	_____ %
Contract year 8	_____ %	_____ %	_____ %
Contract year 9	_____ %	_____ %	_____ %
Contract year 10	_____ %	_____ %	_____ %

Proposer shall also provide a detailed Cost Summary of proposed expenses in accordance with Section 5, ~~Cost Proposal~~.

Addendum Acknowledgement

Number _____	Date Received _____
Number _____	Date Received _____
Number _____	Date Received _____

Firm Name: _____

Mailing Address:

CITY STATE ZIP CODE

Email Contract: _____

By _____
(PRINT NAME) TITLE

PHONE

Signature

Date

REQUIRED CERTIFICATIONS

- 1) Proof of Responsibility Statement
- 2) Small or Disadvantaged Business Enterprise, Veteran-owned Business
- 3) Affidavit of Noncolusion
- 4) Certification Regarding Debarment and Suspension
- 5) Certification Regarding Code of Ethics and Organizational Conflict of Interest
- 6) Certification of Federal Clauses
- 7) Certification of Restrictions on Lobbying

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 Qualifications and Responsibility

Name of Bidder or Proposer: _____

Address: _____

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.)

When Organized: _____

Where Incorporated (as applicable): _____

How many years has the firm or organization been engaged in the contracting business under the present firm name? _____

If the following questions are answered ~~Yes~~ please provide details in a separate attachment.

- Have you ever failed to complete any work awarded to you? No____ Yes____
- Have you ever defaulted on a contract? No____ Yes____
- Have you ever been sued for services you provided? No____ Yes____
- Has your firm been charged with or convicted of a violation of a wage schedule? No____ Yes____
- 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____
- 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____
- 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 contracts, and other proof of responsibility.
- 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).

- 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 number of assets.

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

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

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.

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.

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 _____

Subscribed and sworn to before me this ____ day of _____, 20__

Signature of Notary Public

My Commission Expires _____, 20__

2) Small or Disadvantaged Business Enterprise, Veteran-owned Business (including Service Disabled Veteran Business Enterprises)

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.)

Is the Contractor's firm or organization certified or registered as 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 can 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:

Title _____

Signed this ____ day of _____, 20__

3) Affidavit of Noncolusion

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

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

That the attached Proposal or Proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to Proposal, designed to limit independent proposing or competition;

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

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Authorized Signature:

Responders Firm Name: _____

Print Authorized Representative Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Notary Public

Subscribed and sworn to before me this:

_____ day of _____, _____

Notary Public Signature

Commission Expires

4) Certification Regarding Debarred Proposers

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

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

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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.

Name and Title

Signature

Subscribed and sworn to before me
this ____ day of _____, 2017

Notary Public

My Commission Expires _____, 20__

5) Certification Regarding 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)

SIGNED _____

FIRM NAME _____

6) Certification of Federal Clauses

The respondent hereby states that it has read and will comply with applicable Federal Clauses and Requirements contained herein.

SIGNED _____

FIRM NAME _____

7) Certification of Restrictions on Lobbying

I, _____, hereby certify on behalf of the _____,
that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.

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 about 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.

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 grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

Executed this ____ day of _____, 20__

By _____
(Signature of authorized official)

SECTION 7: FEDERAL CONTRACT CLAUSES

A.1 ACCESS TO RECORDS AND REPORTS 49 U.S.C. § 5325(g) 2 C.F.R. § 200.333

- a. Record Retention. The Contractor will retain, and will require 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 at not less than seven (7) 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, appeals, 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 C.F.R. § 200.325 31 C.F.R. part 223 Not applicable to this contract.

A.3 BUS TESTING 49 U.S.C. § 5318(e) 49 C.F.R. part 665 Not applicable to this contract.

A.4 BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j) 49 C.F.R. part 661 Not applicable to this contract.

A.5 CARGO PREFERENCE REQUIREMENTS 46 U.S.C. § 55305 46 C.F.R. part 381 Not applicable to this contract.

A.6 CHARTER SERVICE 49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, %Charter Service,+49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT 42 U.S.C. §§ 7401 . 7671q 33 U.S.C. §§ 1251-1387 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

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

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

The Duluth Transit Authority (~~DTA~~) is an Equal Opportunity Employer. As such, the DTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the DTA 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. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, ~~Age~~ Age Discrimination in Employment Act,+29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, ~~Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,+~~45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for 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. § 5332, 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 C.F.R. part 26

It is the policy of the DTA and the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBEs), 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 DTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs 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 49 C.F.R. part 26. There is no DBE contract goal for this Contract.

Contract 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 C.F.R. 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 the DTA deems appropriate.

Sanctions for Violations

If at any time the DTA has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the DTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- “ Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- “ Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

A.10 EMPLOYEE PROTECTIONS 49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 . 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and

U.S. DOL regulations, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. part 5.

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

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

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

A.11 ENERGY CONSERVATION 42 U.S.C. 6321 *et seq.* 49 C.F.R. part 622, subpart C

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

A.12 FLY AMERICA 49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4 Does not apply to this contract.

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

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the DTA. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 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.

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 contract.

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 contract.

A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l)(1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying

contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS 49 U.S.C. § 5333(b) (3)(c); 29 C.F.R. part 215

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b)

- 1. U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- 2. Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- 3. Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

A.20 RECYCLED PRODUCTS 42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322 Does not apply to this contract.

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

- 1. 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 AGENCY.

2. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

A.22 SCHOOL BUS OPERATIONS 49 U.S.C. 5323(f); 49 C.F.R. part 605 Does not apply to this contract.

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 contract.

A.24 SUBSTANCE ABUSE REQUIREMENTS 49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40

Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 C.F.R. part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.+Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Unless otherwise approved by the DTA General Manager, the Contractor agrees to participate at its own expense in the DTA's drug and alcohol program established in compliance with 49 C.F.R. part 655.

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

Termination for Convenience (General Provision)

The DTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the DTA'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 DTA to be paid the Contractor. If the Contractor has any property in its possession belonging to DTA, the Contractor will account for the same, and dispose of it in the manner the DTA 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 DTA 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 DTA 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 DTA, 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 DTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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. If Contractor fails to remedy to DTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from the DTA setting forth the nature of said breach or default, the DTA 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 DTA 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 DTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the DTA shall not limit the DTA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The DTA, by written notice, may terminate this contract, in whole or in part, when it is in the DTA's interest. If this contract is terminated, the DTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the DTA may terminate this contract for default. The DTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of DTA goods, the Contractor shall, upon direction of the DTA, protect and preserve the goods until surrendered to the DTA or its agent. The Contractor and the DTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DTA.

A.26 VIOLATION AND BREACH OF CONTRACT 2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the AGENCY

The DTA shall have the following rights in the event that the DTA deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include failure to perform services as required under the Scope of Work.

Rights and Remedies of Contractor

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

Remedies

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

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of DTA's STRIDE Coordinator. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the DTA General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the DTA General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The DTA and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance During Dispute

Unless otherwise directed by the DTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SECTION 8: EXHIBITS

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| Exhibit A | DTA STRIDE Rider Guide |
| Exhibit B | Vehicle Revenue Hours |
| Exhibit C | DTA Paratransit Vehicles |