



1. Background

The Minnesota Valley Transit Authority (MVRTA) is a joint powers organization created under Minnesota Statutes, Section 471.59 that provides public transportation agency for seven suburbs located south of Minneapolis and St. Paul: Apple Valley, Burnsville, Eagan, and Rosemount in Dakota County, and Prior Lake, Savage, and Shakopee in Scott County. The MVRTA is one of several independent bus transportation agencies formed in the late 1980s under state legislation that allowed outer-ring suburbs to "opt-out" of what is now Metro Transit provided public transportation services.

The MVRTA governing body is an eight-member board consisting of elected officials or their designees from each member. Each of the seven cities appoints one elected official to the MVRTA Board and one city staff person as an alternate board member. The remaining one seat is filled by a Scott County commissioner and staff alternate. County staff assist the MVRTA as members of the Technical Work Group.

MVRTA Funding

- a. Motor Vehicle Sales Tax (MVST) - the sales tax paid when new cars are purchased,
- b. through grant applications, the MVRTA receives federal funding and regional bond moneys for various capital improvement projects, and
- c. passenger fares.

2. Taxes

MVRTA is a tax-exempt organization, including exemption from local sales tax.

3. Government Data Act - Public Data

The Minnesota Government Data Practices Act provides that the names of vendors and the dollar amount of the proposal are public once the proposal are opened. Except for trade secret information as defined in Minnesota Statutes, Section 13.37, all other information submitted by a vendor in response to this SOQ becomes public at the times specified in the Act and is then available to any person upon request. Trade secret information is defined in section 13.37 as amended as data, including a formula, pattern, compilation, program, device, method, technique, or process, (1) that was supplied by the proposal; (2) that is the subject of efforts by the vendor that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Any information in its response to this SOQ for which the vendor claims protection as "trade secret" in accordance with the above provisions must be limited and set apart in the response on separate pages, with a heading that identifies the information as trade secret. The responsible data practices authority at MVRTA will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this SOQ which does not meet the legal definition will be considered public information, regardless of the vendor's identification of it as trade secret. Vendors are advised that blanket-type identification by designating whole pages or sections as containing trade secret information will not assure protection, the specific information for which the vendor claims trade secret protection must be clearly identified and labeled 'Submitted proposals shall not be copyrighted'. A statement by the vendor that submitted information is copyrighted or

otherwise protected does not, in and of itself, prevent public access to the information contained in the response.

4. Form of Contract

A copy of the MVTA contract to be used for this project is included in the SOQ packet. MVTA's intended contract for the project services is included in the SOQ packet, or upon request. Vendors are advised to review the MVTA contract prior to submitting a proposal.

5. Insurance

Subject to higher requirements that may be required in the contract for this project, the vendor must procure and maintain coverage in at least the following sums for the applicable claim periods under Minnesota law from an insurance company or companies lawfully authorized and licensed to do business in the State of Minnesota. The coverage will insure against injuries to persons or damage to property, which may in any manner arise out of or result from acts or omissions in performing work under this Contract, by the vendor or its employees. The vendor must require its subcontractors and suppliers used to obtain and maintain the same level of insurance coverage for this project. It is the vendor's responsibility to ensure that any and all subcontractors have provided the necessary insurance coverage documentation. Any deductibles or self-insured retentions are the sole responsibility of the vendor. The policies must be evidenced through ACORD form Certificates of Insurance and such Certificates of Insurance approved by MVTA. This insurance shall be written for not less than the limits of liability specified below or as required by law, whichever coverage is greater.

- a. Commercial General Liability occurrence form coverage including liability arising from premises, operations, independent vendors, products-completed operations (if applicable), personal injury and advertising injury, and contractual liability assumed under this Contract. The vendor shall maintain the following limits:
 - i. \$1,500,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$1,500,000 products completed/completed operations aggregate
- b. In addition, the vendor shall maintain such products completed operations insurance for applicable claims periods under Minnesota law after final payment.
- c. Business Automobile coverage for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased. The vendor shall maintain the following limits: Automobile Liability with a limit not less than \$1,000,000 Combined Single Limit. The limit shall apply to any auto whether it is owned, hired or non-owned. The MVTA shall be listed as an Additional Insured.
- d. The vendor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to Workers' Compensation Insurance coverage. The vendor will, at all times, keep fully insured at its own expense all persons employed by it in connection with this Contract as required by the laws of the state of Minnesota relating to Workers' Compensation Insurance. The vendor's employees and agents will not be considered MVTA employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the MVTA's obligation or responsibility.

- e. Employers' Liability coverage with a limit not less than \$500,000 each per person per accident, \$500,000 each employee by disease, and \$500,000 all employees by disease.
- f. The vendor, and its insurer(s) through policy endorsement or policy provision, shall waive all rights of recovery, contribution, or subrogation against the MVTA.

6. Certificate of Insurance

The certificates of insurance for insurance required of vendor shall be filed with the MVTA prior to the commencement of Work. MVTA shall be named an additional insured on all coverages.

All policies of insurance shall contain a provision or endorsement that coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to MVTA.

Renewal certificates of insurance shall be filed with the MVTA prior to the expiration of current policies. All renewed "claims-made" insurance policies shall have a retroactive date on or prior to the actual commencement of the vendor's services.

The MVTA is not obligated to review certificates or other evidence of insurance, or to advise the vendor of any deficiencies in such documents, and receipt thereof will not relieve the vendor from, nor be deemed a waiver of the MVTA's right to enforce, the terms of the vendor's obligations hereunder. The MVTA will have the right to examine any policy required by this contract in the event of a claim occurring.

7. Shipment (if applicable)

Shipment is F.O.B.: Destination, Freight Prepaid and Allowed (vendor pays freight, bears risk of lost in transit, included in price).

8. Invoices

Invoices must be submitted by email (preferred method) or mail. Invoices must reference the MVTA provided purchase order (PO) number of contract/agreement number. MVTA payment terms are net 35 days after receipt of invoice.

- a. Email (preferred method): AP@mvta.com
- b. Mailing Address:
Minnesota Valley Transit Authority
Attn. Accounts Payable
100 East Highway 13
Burnsville, MN 55337