

Duluth Transit Authority

REQUEST for QUOTES

FOR

Categorical Exclusion Evaluation Services

August 7, 2019

Duluth Transit Authority

2402 W. Michigan St · Duluth, MN 55806

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

email: nbrown@duluthtransit.com

**Duluth Transit Authority
Categorical Exclusion Evaluation Services**

052-19-0304.3

**Duluth Transit Authority
Request for Quotes
Categorical Exclusion Evaluation Services**

The Duluth Transit Authority (DTA) hereby requests quotes to perform technical services in preparation for a Categorical Exclusion Evaluation in compliance with 23 CFR part 771. Specifications are available at the DTA and may be Emailed or mailed to prospective contractors. Contact (218) 623-4329 or nbrown@duluthtransit.com.

Responses must be received no later than **1:00 p.m. on Thursday, August 15, 2019.**

The DTA is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and services on the basis of race, creed, color, national origin, sex, age, disability, or veteran's status, and encourages the participation of small and disadvantaged business enterprises in the performance of this contract. The DTA reserves the right to accept or reject any and/or all quotes in the best interest of the Authority.

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Section 1 General Conditions

G-1 REQUEST FOR QUOTES

- a) The DTA is requesting Quotes from qualified firms to perform a Categorical Exclusion Analysis and submittal in preparation for a Fuel Tank Replacement Project is 2020.
- b) Quotes shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein.
- c) Quoted price shall be good for 90 days after the Quote due date.
- d) Respondent shall pay all precontractual expenses, including expenses for preparing or submitting a Quote in response to this request, negotiating with the DTA on any matter related to this Request For Quotes (~~RFQ~~), and/or other expenses incurred by the Respondent prior to the date of award.
- e) Quotes are due at **1:00 p.m. on Thursday, August 15, 2019** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA intends to award the contract to the responsible Respondent as early as August 19, 2019.
- g) Throughout these specifications the words ~~equipment~~, ~~materials~~, and ~~work~~ can be interpreted as interchangeable.
- h) All inquiries and other correspondence relating to this RFQ shall be addressed to: Procurement Manger, Duluth Transit Authority, 2402 West Michigan St., Duluth, MN 55806 or via email at nbrown@duluthtransit.com.
- i) The Federal Transit Administration will be providing assistance for this project. The Catalog of Federal Domestic Assistance (~~CFDA~~) number is 20.507, Federal Transit Formula Grants.
- j) Where proprietary names are used in these specifications, it is understood that they are followed by the words ~~or equal~~.
- k) Changes to the specifications will only be made by written addendum. Addenda will be posted on the DTA website at www.duluthtransit.com. It is the Respondent's responsibility to obtain all documents available for this procurement.
- l) Quotes must be submitted on the forms attached. All blanks in the form must be completed with ink or typewriter. Quotes 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 Quote. In the event any price term is expressed by the Respondent in both written and numerical form, the written representation shall govern in the event of an inconsistency.
- m) Quotes shall not stipulate any condition not contained in the specifications and other documents submitted for review. Each Quote and all papers bound and attached thereto, shall be placed and securely sealed in an envelope marked "**Categorical Exclusion Services**" and mailed or delivered to: Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806, or emailed in a .pdf attachment to nbrown@duluthtransit.com.
- n) Quotes must be received by the deadline. Time means local time in Duluth, Minnesota. Quotes received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Quotes in the best interest of the DTA.
- o) No Quotes may be modified after submission except by written modification physically received by the DTA prior to the opening. Modifications must be signed by the person submitting the Quote or accompanied by an explanation as to why it is not and must indicate that it modifies the original Quote.

- p) A Respondent may withdraw its Quote at any time before the time of the opening only by written notice addressed to the Quote opening marked %Withdrawal of Quote+and received by the DTA prior to the opening of Quotes.
- q) No bid bonds or performance bonds are required for this project. Contractor must be licensed, bonded and insured as required under State of Minnesota regulations.
- r) The price quoted 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 work shall be considered included in the Quote although not directly specified or called for in these specifications. No advantage shall be taken by the Respondent 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.
- s) The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.

G-2 SELECTION CRITERIA

The DTA will make the award to the responsible Respondent in the best interest of the DTA when considering the ultimate economy of the Quote within the guidelines of these specifications.

G-3 CONTRACT FORM AND CHANGES

The chosen Respondent, within ten (10) days after the award of the contract from the DTA shall sign the formal Contract.

A sample Contract is included in this RFQ. Any proposed change in this Contract shall be submitted to the DTA for its prior approval prior to submission of the Quote. Only written change orders, amendments or addenda, signed by the General Manager or designee of the DTA, shall be binding upon the DTA.

G-4 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 at least the following information:

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

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

PROTESTS BEFORE AWARD

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

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

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

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

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

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

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

PROTESTS AFTER AWARD

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

DECISION ON PROTEST

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

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

G-5 ORGANIZATIONAL CONFLICTS OF INTEREST

1. An organizational 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 (May 2014), 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.

G-6 SUBCONTRACTORS

The Respondent shall disclose all subcontractors and their involvement in the Contract at the time of Quote submittal. The Contractor shall insert the required Federal and State provisions in every subcontract.

G-7 MINNESOTA NONDISCRIMINATION REQUIREMENTS

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

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

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, county, city, or the Duluth Transit Authority, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

DULUTH TRANSIT AUTHORITY

Example CONTRACT FOR

**CATEGORICAL EXCLUSION EVALUATION
SERVICES**

August 7, 2019

Section 3. Contract (example)**CONTRACT FOR PROFESSIONAL SERVICES** (example for RFP)

THIS CONTRACT, by and between the Duluth Transit Authority, an authority of the City of Duluth, Minnesota, located at 2402 West Michigan Street, Duluth, MN 55806, hereinafter referred to as ~~%DTA+~~, and _____, (~~+Consultant+~~), a _____ corporation located at _____.

WHEREAS, the DTA desires to utilize ~~Consultant's~~ professional services for Environmental Assessment 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 hereto agree as follows:

Article I. Scope of Professional Services

Consultant will perform the services identified in its proposal dated _____, 2019 (the ~~%Proposal+~~) attached hereto and made a part hereof as Exhibit A. In the event of any conflict between the terms of Exhibit A and this Contract, the terms and conditions of this Contract shall be deemed to be controlling.

Article II. Professional Fees and Payment

In consideration of the provision of the services referenced in Article I above in an acceptable manner, the DTA hereby agrees to reimburse Consultant for said services as set for on Exhibit A attached hereto and made a part hereof. Consultant 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 as set forth in Exhibit A, as well as any documentation of actual costs incurred and paid by Consultant in performing the services hereunder, and such other documentation as the DTA shall reasonably request. A final invoice will be submitted by the Consultant within thirty (30) days of project completion or termination of this Contract. Upon receipt of said request and the appropriate documentation, the DTA shall promptly reimburse Consultant for the approved expenses in the amounts set forth in Exhibit A. Funding for this project is provided by a grant from the Federal Transit Administration. The DTA will not be held liable for any damages incurred due to changes in state or federal funding, including, but not limited to, a reduction or cancellation of the project.

Article III. Assignability

Consultant shall not assign or transfer any of its rights or interests under this Contract in any way whatsoever, without the prior written consent of the DTA's General Manager.

Article IV. Term

This Contract shall be effective upon ~~Notice to Proceed~~ from the DTA, and shall remain in effect until December 31, 2019 unless otherwise terminated as provided herein.

Article V. Standard of Performance

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

Article VI. Reports and Inspection

A. Establishment and Maintenance of Records

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

B. Documentation of Costs.

Consultant 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.

Consultant shall be responsible for furnishing to the DTA, records, data and information as the DTA may require pertaining to matters covered by this Contract.

D. Audits and Inspection.

Consultant 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 of its records with respect to all matters covered by this Contract. Consultant 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 Contract.

E. Confidentiality of Information.

Consultant 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 Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Consultant. If Consultant receives a request to release the data referred

to in this clause, Consultant must immediately notify the DTA General Manager and consult with the DTA as to how Consultant should respond to the request. Consultant's response to the request must comply with applicable law.

F. Ownership of Data

All notes, reports, design plans, specifications, special studies, records and other data prepared under this Contract shall become the property of the DTA when prepared, and shall be delivered to the DTA General Manager upon completion or termination of the service of Consultant or at such earlier time as requested by the DTA.

Article VII. 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 Consultant as an agent, representative or employee of the DTA for any purpose or in any manner whatsoever. Consultant and any officers or employees thereof shall not be considered an employee of the DTA, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant 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. Consultant and its officers, agents, contractors and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, DTA shall not, in any way, be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of the intentional or negligent acts or omissions of Consultant while performing the work specified by this Contract.

Article VIII. Subcontractors

A. Disclosure. Consultant shall disclose all subcontractors it desires to perform work under this Contract at the time of execution of this Agreement. Thereafter Consultant shall promptly report any desired changes to the subcontractors of any tier in accordance with FTA requirements. Such changes shall also require the prior written approval of the DTA General Manager. Consultant shall insert the required Federal and State provisions into every subcontract of any tier in accordance with FTA requirements.

B. Prompt Payment to Subcontractors. Consultant shall pay any subcontractor or material supplier within ten (10) days of receipt by the party responsible for payment of payment of undisputed services provided by the party requesting payment.

Article IX. Indemnity and Insurance

A. Indemnity. The Consultant shall defend, indemnify and save harmless, the DTA, ATE Management of Duluth, and First Transit, Inc., from all costs, charges, damages and loss of any kind that may grow out of the matters covered by this Contract. Said obligation does not include indemnification of the DTA, ATE Management of Duluth and First Transit, Inc. for claims of liability arising out of the sole negligent or intentional acts or omissions of the DTA, ATE Management of Duluth and First Transit, Inc., but shall include, but be limited to, the obligation to defend, indemnify and save harmless the DTA, ATE Management of Duluth and First Transit, Inc. which are derivative of the negligence or intentional acts or omissions of Contractor, such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Agreement and to the work to be done and things to be supplied hereunder.

B. Insurance. During the term of this Contract, Consultant shall provide General Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and shall be with a company approved by the DTA; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, Automobile Liability and Contractual Liability. Consultant shall also provide Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit, provided further that in the event the professional malpractice insurance is in the form of claims made insurance, thirty days notice prior to any cancellation or modification shall be required, and in such event, Consultant agrees to provide the DTA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the DTA, ATE Management of Duluth, and First Transit, Inc., or in the alternative, to purchase at its cost, extended coverage under the old policy for the period of the statute of repose runs; the protection to be provided by said claims made insurance shall remain in place until the running of the statute of repose for claims related to this Contract.

C. The Duluth Transit Authority, ATE Management of Duluth, and First Transit, Inc. shall be named as an Additional Insured under the General Liability, Excess Umbrella Liability (An Umbrella policy with a following form+provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management of Duluth, and First Transit, Inc. as an additional insured) and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming itself, the Duluth Transit Authority, ATE Management of Duluth, and First Transit, Inc., as additional insured. Consultant shall also provide evidence of Statutory Minnesota Workers Compensation Insurance if applicable. Consultant to provide certificate of insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

**Duluth Transit Authority
Categorical Exclusion Evaluation Services**

052-19-0304.3

D. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the DTA without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage~~s~~ evidenced by said certificate and shall further provide that failure to give such notice to the DTA will render any such change or changes in said policy or coverages ineffective as against the DTA, ATE Management of Duluth, and First Transit, Inc.

E. The DTA shall be entitled to copies of all insurance policies or certificates of insurance required by the Agreement evidencing that the DTA, ATE Management of Duluth, and First Transit, Inc. are so protected.

Article X. Civil Rights Assurances

Consultant, for itself and its officers, agents, servants and employees as part of this consideration of this Contract, 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 Contract.
- B. That all activities to be conducted pursuant to this Contract 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 regulations and executive orders which may be affected with regard thereto.

Article XI. Rules and Regulations

Consultant 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 the DTA and their respective agencies which are applicable to its activities under this Contract.

Article XII. Notices

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

Duluth Transit Authority
General Manager
2402 West Michigan Street
Duluth, MN 55806

**Duluth Transit Authority
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Consultant:

Article XIII. Waiver

Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

Article XIV. Applicable Law

This Contract, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.

Article XV. Severability

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

Article XVI. No Third Party Rights

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

Article XVII. Entire Agreement

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

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

Duluth Transit Authority

By _____

Title _____

Dated _____

By _____

Its _____

Dated _____

FORMAL QUOTE SHEETS

CATEGORICAL EXCLUSION EVALUATION SERVICES

August 7, 2019

Section 4 **FORMAL QUOTE SHEET**

NOTE: All Proposals must be written, signed and transmitted in a sealed envelope, plainly marked with Proposal number, subject matter and opening date. **Return one copy of the Quote with Descriptive Literature**

QUOTE GUARANTEE REQUIREMENTS: Not 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.

1. Not to exceed price to perform a Categorical Exclusion Evaluation in accordance with the terms and conditions herein:

\$ _____

2. Attach a schedule of hourly fees for relevant personnel performing services on this contract.

3. Attach three references.

Firm Name: _____

Mailing Address: _____

Addendum Acknowledgment
Number Date Recd

CITY STATE ZIP CODE

By: _____
(PRINT NAME) TITLE

PHONE NO.

Signature

Date: _____

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1. Proof of Responsibility Statement

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

Statement of Bidder Qualifications and Responsibility

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

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

7. Have you ever failed to complete any work awarded to you? No ___ Yes ___
8. Have you ever defaulted on a contract? No ___ Yes ___
9. Have you ever been sued for services you provided? No ___ Yes ___
10. Has your firm been charged with or convicted of, a violation of a wage schedule?
No ___ Yes ___
11. Does your organization possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform? No ___ Yes ___
12. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years? No ___ Yes ___
13. Is your firm or organization a part of a multi-entity corporation, a wholly-owned subsidiary, or more than 51% owned by another firm or organization? No ___ Yes ___ If yes, provide documentation on the parent organization, audited statements of financial standing, working capital financing, authorization to enter into contracts, and other proof of responsibility.
14. Does your firm have experience in similar type of projects or work, and have sufficient equipment, personnel, expertise, and financial reserves to perform the work successfully? No ___ Yes ___ (If no, please explain on a separate sheet. If yes, please provide the names and contact information of three (3) references.)
15. Has your firm or organization been a debtor in a bankruptcy proceeding in the last ten years?
No ___ Yes ___ If yes, on a separate sheet of paper titled "Bankruptcy Information", state date, court of jurisdiction, amount of liabilities and amount of assets.
16. List the average range of annual gross receipts of the firm or organization for the past three years:

___ Less than \$500,000	___ \$500,000 to \$1 million
___ between \$1 million and \$5 million	___ between \$5 million and \$10 million
___ between \$10 million and \$15 million	___ above \$15 million
17. Identify any conditions (e.g., pending litigation, planned office closures, impending merger, etc.) that may impede the proposed firm or organization's ability to complete the work.

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

Warranty:

The Contractor,

- (i) if it is a corporation, is duly incorporated, organized, validly existing and in good standing as a corporation under of the laws of the jurisdiction of its incorporation;
- (ii) if it is a partnership, non-profit organization, individual or sole proprietorship, is duly organized and validly existing under the laws of the jurisdiction in which it was organized;
- (iii) is duly qualified and in good standing under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and
- (iv) has the power and legal right to conduct the business in which it is currently engaged and
- (v) attests that the execution, delivery and performance of the Contract does not and will not violate any provision of any applicable existing law, regulation or of any order, judgment, award or decree of any court or government applicable to the Contractor or the charter or by-laws of the Contractor or any mortgage, indenture, or other obligation.

Signed:

Title _____

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

- 1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA? No____ Yes____ (If yes, please provide a copy of the registration.)
- 2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

No ____ Yes____ (If yes, please provide details and copies of the applicable registration or certification.)

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

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

Signed this ____ day of _____, 20__:

Title _____

3. Subcontractors and Suppliers Listing

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

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

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

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

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

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

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

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

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

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

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

Signed: _____

Firm Name: _____

TECHNICAL SPECIFICATIONS

FOR

Categorical Exclusion Evaluation Services

August 7, 2019

Section 6 TECHNICAL SPECIFICATIONS FOR Categorical Exclusion Services

A. INTRODUCTION, GENERAL INFORMATION

1. The Duluth Transit Authority (DTA) is seeking Proposals from individuals and firms to provide Categorical Exclusion Evaluation services to the DTA in anticipation of a fuel tank replacement project in 2020.
2. Qualified firms must be able to perform services for compliance with the National Environmental Policy Act (NEPA) Review Process as promulgated by the U.S. Environmental Protection Agency (EPA) and applicable NEPA procedures adopted by the U.S. Department of Transportation (DOT) by and through the Federal Transit Administration (FTA), along with applicable State of Minnesota regulations.
3. This RFQ does not obligate the DTA to award a contract or contracts, or to proceed to specific projects. The DTA makes no representations as to the quantity of services to be performed, the timing for the services to be performed (within the Contract Term) and any other representations of potential work under this contract.
4. Quotes will only be considered from firms that are regularly engaged and licensed in the business of providing goods and/or services described in this RFQ for a minimum of three (3) years, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein.
5. In making the award, the DTA may consider any evidence available to it of the financial, technical and other qualifications and abilities of the Respondent, including past performance with the DTA and other similar customers. A record of nonperformance or poor performance may disqualify a Respondent from award.
6. The DTA will provide a Project Manager who will provide ongoing project monitoring and will serve as the Consultants liaison with the DTA.
5. The selected Consultant agrees that regardless of the work requests under the scope of this Contract, it shall not be the basis for deviating from the quoted unit prices. Consultant agrees to honor quoted unit prices for the duration of this Contract, including extensions, unless otherwise agreed to by the selected Consultant and the DTA Procurement Manager in writing.
6. The selected Consultant shall not attach additional terms and conditions to service cost estimates requested by the DTA.

B. Current Conditions

1. The DTA has three twenty-thousand gallon underground storage tanks; two for diesel fuel and one for heating oil, that were installed when the building was constructed in 1980. The DTA also has a 500-gallon above ground gasoline tank that is NOT part of this project.

Duluth Transit Authority
Categorical Exclusion Evaluation Services

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2. UST Cathodic Protection System Evaluations are performed annually on the fuel tanks, (exceeding the State of Minnesota requirement.) No issues have been found to date. A copy of the most recent inspection report is attached for reference; the next test is scheduled to be completed before August 31, 2019, the results of which will be provided to the selected Consultant.
3. The fuel tanks are accessible at the northeast corner of the DTA Operations Center, adjacent to the employee parking lot. Diesel is piped underground to an interior fueling station for buses, and an interior boiler for building heat.
4. The fueling tank system is monitored by a Veeder Root system for tracking and reporting fuel usage.
5. The fuel tanks were cleaned in 2015 as a proactive measure to protect the tanks and preserve the integrity of the fuels. No issues were discovered during the cleaning process.
6. The DTA anticipates that new tanks will be above ground in the general area where the existing fuel tanks are.
7. The DTA cannot guarantee that a complete or partial set of as-built drawings are available but will supply all available project-related documents to the selected Consultant as needed.
8. The selected Consultant shall attend in person a minimum of two (2) meetings, one for the project commencement and one to present findings and answer questions. Upon request from the DTA, the selected Consultant may participate in additional consultations with applicable oversight agencies to review findings and respond to questions. Consultant shall provide an hourly price for such additional meetings. Travel time shall be included at an hourly rate, but the DTA will not pay per diem expenses unless approved in advance. Consultant shall provide an estimated price for such meetings prior to acceptance by the DTA.

C. SCOPE OF WORK, DELIVERABLES

1. For purposes of this project, the NEPA procedures shall consist of three levels, the Categorical Exclusion (CE+).
2. A Categorical Exclusion (CE+) is defined by the US EPA as if the project does not, individually or cumulatively have a significant effect on the human environment (40 CFR 1508.4).+ The CE request will be evaluated by the DTA and the applicable FTA office for acceptance or further action. FTA regulation of CEs are defined in at 23 CFR 771.118.

**Duluth Transit Authority
Categorical Exclusion Evaluation Services**

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3. The selected Consultant must be able to perform all of the necessary services, including the following:
 - review existing conditions
 - site description
 - map and description of proposed work
 - analysis of environmental impacts
 - compliance with applicable regulations, including 23 CFR 771
 - National Register of Historic Places inquiry if so required by NEPA.
 - Preparation of the applicable federal, state and local applications and submittals for review and approval of the project by FTA and the State of Minnesota.

D. TERM, TIMELINE

1. The term of this Contract commences upon ~~Notice to Proceed~~ from the DTA through September 30, 2019. The anticipated award date is August 15, 2019.
2. Upon completion of the Categorical Exclusion Evaluation, the selected will present findings and recommendations to the DTA for review and questions. Consultant shall respond to requests for clarifications and other questions within seven (7) days. The DTA may elect to submit the Categorical Exclusion Evaluation to the FTA for concurrence before proceeding with any further assessment.

E. QUALIFICATONS OF CONTRACTOR

1. The Respondent must demonstrate a minimum of three (3) years prior experience in projects similar in scope. Experience with governmental entities and transit experience is a plus.
2. The Respondent must provide a minimum of three (3) references upon Quote submittal for projects similar in nature to this RFQ.