



# **Duluth Transit Authority**

## **REQUEST for PROPOSALS**

**FOR**

**Supply and Install Passenger Information Kiosks**

**September 5, 2019**

### **Duluth Transit Authority**

2402 W. Michigan St · Duluth, MN 55806

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

email: [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com)

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

# 041-19-0350.1

**Duluth Transit Authority  
Request for Proposals  
Supply and Install Passenger Information Kiosks**

The Duluth Transit Authority hereby requests sealed Proposals from experienced firms to provide and install Passenger Information Kiosks for the Duluth Transit Authority.

Proposals must be received no later than **2:00 p.m. on Thursday, September 26, 2019**. Specifications may be emailed or mailed to prospective Proposers, or picked up at 2402 West Michigan Street, Duluth, MN 55806. Contact (218) 623-4329 or [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) for more information.

The DTA 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, and encourages participation of small or disadvantaged business enterprises in DTA contracts. The DTA reserves the right to accept or reject any and/or all bids in the best interest of the Authority.

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Section 1.

## General Conditions

### G-1 REQUEST FOR PROPOSALS

- a) Proposals are requested to Supply and Install Passenger Information Kiosks at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802, with an option to purchase up to two (2) additional kiosks at a location to be determined.
- b) Proposal prices shall be good for a period of ninety (90) days after Proposal opening.
- c) The DTA shall not be under any obligation for payment of precontractual expenses, including expenses for preparing or submitting a Proposal in response to this request, negotiating with the DTA on any matter related to this Proposal, and/or other expense incurred by the Proposer prior to the date of award.
- d) This project is funded in part by a grant from the Federal Transit Administration, CFDA number 20.500.
- e) The DTA will hold a pre-proposal conference on **Tuesday, September 17, 2019 at 10:00 a.m.** in the **Duluth Transportation Center**, 228 West Michigan Street, Duluth, MN 55802. The meeting is not mandatory, but attendance is strongly encouraged. For those who would like to participate but are unable to attend in person, please contact the Procurement Manager at [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) or 218-623-4329 for conference call information.
- g) The DTA intends to award the contract to the responsible Proposer in the best interest of the DTA as early as October 31, 2019.
- f) The DTA reserves the right to accept and/or refuse any or all Proposals, to add or delete work without penalty, in the interest of the Duluth Transit Authority.

### G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Proposals shall be with the Procurement Manager via email at [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) or regular mail to Duluth Transit Authority Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806.

### G-3 DEFINITION OF TERMS

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

- a. DTA, customer, buyer, or Operator shall mean the DTA.
- b. Project Manager shall mean Aleda Johnson, Director of IT.
- c. Manufacturer, Vendor, Proposer, or Contractor shall mean that firm submitting a responsive Proposal and subsequently receiving the contract award from the DTA as the contractor as detailed in these specifications.
- d. Throughout these specifications, the words ~~%equipment+~~, ~~%materials+~~, and ~~%work+~~ can be interpreted as interchangeable.

### G-4 SUBSTITUTIONS AND OR EQUAL

- a) Where proprietary names are used in these specifications, it is understood that they are followed by the words ~~%or equal+~~.
- b) Please note that DTA personnel are NOT allowed to discuss the RFP with anyone, including Proposers, before the Proposal submission deadline without permission, except that prime contractors and /or subcontractors may make appointments to discuss these specifications with the Procurement Manager. This, however, does not relieve them from the written, documented request 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 via email or regular mail no later than **2:00 p.m. on Wednesday, September 18, 2019**. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent

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information as evidence that the substitute offered is equal to or better than the specifications that pertain to an item under consideration. The supporting evidence for the approved equal must be submitted with the request for approval. All requests must be submitted via email (preferred) or US Mail unless otherwise approved by DTA in writing.

- d) The replies to request under paragraph c) above will be emailed, mailed or faxed out on **Thursday, September 19, 2019** to all prospective Proposers.
- e) Changes to the specifications will be made **only** by **written** addendum. Addenda will be posted on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com). It is the Proposer's responsibility to obtain all documents for this procurement.

**G-5 PREPARATION OF PROPOSAL**

Proposals must be submitted on the forms attached. All blanks in the Proposal form must be completed with ink or typewriter. Proposals containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typewriter and initialing the correction in ink by the person signing the Proposal. In the event any price term is expressed by the Proposal 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, together with the Proposal security, as applicable, shall be placed and securely sealed in an envelope marked: "**Supply and Install Passenger Information Kiosks**" and mailed or delivered to:

DTA Procurement Manager  
 2402 West Michigan Street  
 Duluth MN 55806

Proposals must be received no later than **2:00 p.m. on Thursday, September 26, 2019**. Time means local time in Duluth, Minnesota. Proposals received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Proposals in the best interest of the Authority.

No Proposal may be modified after submission except by written modification 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.

**G-6 WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its Proposal at any time before the time set for the opening of the Proposals only in writing addressed to the DTA marked **WITHDRAWAL OF PROPOSAL** and physically received by the DTA prior to the time for the opening of Proposals.

**G-7 CONSIDERATION OF PROPOSALS**

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.

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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.

**G-8 CONTRACT FORM AND CHANGES**

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

**G-9 BONDING REQUIREMENTS**

**Proposer must meet State of Minnesota bonding requirements.**

**G-10 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 pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the operation of such equipment 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, manufacturer or supplier in the omission of any part or detail which goes to make the equipment complete and ready for service or use.

**G-12 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.

**G-13 PROTEST PROCEDURES**

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

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

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

**PROTESTS BEFORE AWARD**

Protests before award must be submitted within the time as specified herein. If the written protest is not received by the time specified, the evaluation process shall continue in the normal manner unless the

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Finance Director, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.

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

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

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

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

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

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

### PROTESTS AFTER AWARD

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

### DECISION ON PROTEST

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

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

### **G-14 ORGANIZATION CONFLICTS OF INTEREST**

- a. An organization conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the contract work is, or might be otherwise

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- impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.
- b. The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of 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.
- c. The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Finance in analyzing the situation.
- d. 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.
- e. 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.
- f. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

**G-15 TAXES**

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax. For those contracts funded by the State of Minnesota and subject to the MN Department of Revenue requirements, an IC-134 form is required prior to final payment.

Unless a Certificate of Exemption is provided, any out of state Proposer receiving a Proposal award will have eight percent (8%) retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds. This form may be found at the following web address:  
<http://taxes.state.mn.us.formsandinstructions/sde.pdf>

**G.16 PROMPT PAYMENT TO SUBCONTRACTORS.**

In accordance with Minnesota § 337.10 (3), Contractor 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. The Contractor shall pay interest of at least one and one-half percent (1-1/2%) per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for



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payment must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

Contractor shall further require this provision to be included in all contracts between subcontractors and sub-subcontractors of any tier.

**G-17 SUBCONTRACTOR REPORTING**

- a. The Proposer shall disclose all subcontractors and their involvement in the project at the time of bid submittal.
- b. The Contractor shall ensure that procurement activities for its Subcontractors (of any tier) and Suppliers on the project comply with the DTA's guidelines and requirements. The DTA reserves the right to reject any Subcontractor (of any tier) or Supplier without cause, and prior to award, upon notice from the DTA, Contractor shall seek a different Subcontractor or Supplier in compliance with the above provisions.
- c. The Contractor shall insert the required Federal and State provisions in every subcontract, along with copy of the applicable prevailing wage determination(s) and require submission of weekly reports in accordance with specifications herein.
- d. If any Subcontractor employed by the Contractor or any person employed by the Contractor or by a Subcontractor fails to perform assigned Work in a proper and skillful manner, or becomes intemperate, disorderly, abusive, or harassing, the Contractor shall remove that Subcontractor or person from the project as directed in writing by the DTA. The Contractor shall not employ that Subcontractor or person again on any portion of the project unless otherwise approved by the DTA in writing. If the Contractor fails to provide suitable and sufficient personnel for the proper execution of the Work, the DTA may suspend the Work until the Contractor complies with the direction from the DTA.
- e. Contractor shall provide with each pay application submitted to the DTA, a separate, itemized summary of all retainage Contractor has withheld from subcontractors and suppliers on the project.
- f. Contractor shall provide a copy to the DTA of any notices to proceed, default notifications, notice to cure, termination notices, lien waivers, contract close-out documents, notice of acceptance, or other correspondence with Subcontractors (of any tier) and suppliers relevant to the project.
- g. In the event a subcontractor (of any tier) or supplier is found in default of any applicable federal, state or local law, ordinance, regulation or requirement promulgated by any agency as it relates to the project, or in default of their contract, Contractor shall immediately report such default to the DTA in writing along with any documents, reports or other information pertinent to the default.

**G-18 REQUIRED INSPECTIONS**

The Contractor is responsible for requesting and scheduling any required building code inspections for all work on the project, including work completed by any subcontractor of any tier, and shall provide the DTA with a copy of all inspection reports.

**G-19. 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,

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discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

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

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

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

**G-20. MINNESOTA RESPONSIBLE CONTRACTOR**

Respondents to this solicitation document shall submit a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria for a responsible contractor found in Minnesota Statutes, section 16C.285 subdivision 3. The term responsible contractor means a contractor as defined in Minnesota Statutes section 16C.285, subdivision 3.

Any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, section 16C.285 subdivision 3, or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project. ±

**G-21 SINGLE RESPONSE**

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

**SIGNIFICANT DATES OF PROCUREMENT**

| <b>Item</b>                  | <b>Date</b>        | <b>Time</b> |
|------------------------------|--------------------|-------------|
| Date of Release              | September 5, 2019  |             |
| Preproposal Meeting          | September 17, 2019 | 10:00 a.m.  |
| Request for Clarifications   | September 18, 2019 | 3:00 pm     |
| Responses for Clarifications | September 19, 2019 | 3:00 pm     |
| Proposal Opening             | September 26, 2019 | 2:00 pm     |
| Award                        | October 30, 2019   |             |

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**Section 2.****FEDERAL TRANSIT ADMINISTRATION****Contract Clauses****A.1 ACCESS TO RECORDS****49 U.S.C. § 5325(g)****Applicability to Contracts**

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and subcontract at every tier.

**Flow Down**

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

**Clause Language**

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

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

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

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

**A.2 BONDING REQUIREMENTS****2 CFR §200.325****31 CFR Part 223****Applicability to Contracts**

For those construction or facility improvement contracts or subcontracts exceeding \$175,000. The State of Minnesota requires a 100% performance and payment bond. This supersedes the Federal Requirement.

**Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed one hundred seventy five thousand dollars (\$175,000) under Minnesota law.

**Bond Requirements**

Proposers shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the Duluth Transit Authority. The amount of such guaranty shall be equal to 5% of the total bid price for Proposals over one hundred seventy five thousand dollars (\$175,000.00).

In submitting this Proposal, it is understood and agreed by Proposer that the Duluth Transit Authority reserves the right to reject any and all Proposals, or part of any Proposal, and it is agreed that the Proposal may not be withdrawn for a period of ninety (90) days subsequent to the opening of Proposal, without the written consent of the Duluth Transit Authority.

It is also understood and agreed that if the undersigned Proposer should withdraw any part of all of its Proposal within ninety (90) days after the Proposal opening without the written consent of the Duluth Transit Authority, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance as provided herein, it shall forfeit its Proposal guaranty to the extent the Duluth Transit Authority damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

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It is further understood and agreed that to the extent the defaulting Proposer's Proposal guaranty shall prove inadequate to fully recompense the Duluth Transit Authority for any damages occasioned by default, then the undersigned Proposer agrees to indemnify the Duluth Transit Authority and pay over to the Duluth Transit Authority the difference between the Proposal guarantee and the Duluth Transit Authority's total damages so as to make the Duluth Transit Authority whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

**Performance Guarantee**

A Performance Guarantee in the amount of one hundred percent (100%) of the Contract value for contracts over one hundred seventy five thousand dollars (\$175,000) is required by the Duluth Transit Authority to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Proposer shall certify that it will provide the requisite Performance Guarantee to the Duluth Transit Authority within ten (10) business days from Contract execution. The Duluth Transit Authority requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Duluth Transit Authority and listed as a company currently authorized under 31 C.F.R. Part 22 as possessing a Certificate of Authority as described hereunder. The Duluth Transit Authority may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in the Contract price. The Duluth Transit Authority may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Proposer chooses to provide a Letter of Credit as its Performance Guarantee, the Proposer shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Proposer become the successful Contractor. The Proposer shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Proposer. The Irrevocable Stand-By Letter of Credit will only be accepted by the Duluth Transit Authority if:

1. A bank in good standing issues it. The Duluth Transit Authority will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, ~~%standby+~~Letter of Credit.
4. The Duluth Transit Authority is identified as the Beneficiary.
5. It is in an amount equal to **100%** of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the terms of this Contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Duluth Transit Authority and the Contractor for the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft similar to the forms attached herein to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

**Payment Bonds**

A Labor and Materials Payment Bond equal to the full value of the Contract must be furnished by the Contractor to the Duluth Transit Authority as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the Duluth Transit Authority and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.

**Sample Bond Certifications**

**Performance Guarantee Certification**

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided: (example only)

\_\_\_\_\_ Performance Bond

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Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**Performance Bond** (example)

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_(insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and

\_\_\_\_\_  
(insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto the Duluth Transit Authority as Obligee, hereinafter called DTA, in the amount of \_\_\_\_\_ dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with the Duluth Transit Authority for Contract Number \_\_\_\_\_, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Duluth Transit Authority.

Whenever Contractor shall be, and is declared by the Duluth Transit Authority to be in default under the Contract, the Duluth Transit Authority have performed the Duluth Transit Authority's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Duluth Transit Authority elects, upon determination by the Duluth Transit Authority and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Duluth Transit Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term ~~%~~balance of the contract price+as used in this paragraph, shall mean the total amount payable by the Duluth Transit Authority to the Contractor and any amendments thereto, less the amount properly paid by the Duluth Transit Authority to the Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Duluth Transit Authority or the heirs, executors, administrators or successors of the Duluth Transit Authority.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

PRINCIPAL  
\_\_\_\_\_  
(example) \_\_\_\_\_ (seal)  
\_\_\_\_\_  
(title)

WITNESS  
\_\_\_\_\_  
(example) \_\_\_\_\_ (Title)  
SURETY  
\_\_\_\_\_  
(SEAL)

Attach hereto proof of authority of officers or agents to sign bond.

**Irrevocable Stand-By Letter of Credit Certificate** (example)

The undersigned states that he/she is \_\_\_\_\_(Title) of the \_\_\_\_\_(Name of Beneficiary), known as the ~~%~~Beneficiary+and hereby certifies on behalf of the Beneficiary to

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\_\_\_\_\_ (Name of Issuing Bank) known as the %Bank+with Reference to Irrevocable Standby Letter of Credit No. \_\_\_\_\_ Issued by the Bank (%Letter of Credit+) that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract number \_\_\_\_\_
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this \_\_\_\_\_ day of \_\_\_\_\_.

(NAME OF BENEFICIARY)

By: (example) \_\_\_\_\_

ITS: \_\_\_\_\_

**Bank Draft** (example)

**FOR VALUE RECEIVED**

Pay on presentment to \_\_\_\_\_ (Name of Beneficiary) the sum of \_\_\_\_\_ dollars (\$)

Charge the Account of \_\_\_\_\_ (Name of Issuing Bank) Irrevocably Standby Letter of Credit

No. \_\_\_\_\_, dated \_\_\_\_\_.

To \_\_\_\_\_ (Name of Issuing Bank)

**NAME OF BENEFICIARY**

By (example) \_\_\_\_\_

Its \_\_\_\_\_

End of Section

**A.3 BUS TESTING**

**49 U.S.C. 5318(E), 49 CFR Part 665**

Does not apply to this contract

**A.4 BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323 (J), 49 CFR Part 661**

**Applicability to Contracts**

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: The Federal Transit Administration's Buy America website.

**Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**Clause Language**

**Buy America**

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

The Bidder or Offeror must submit to the Duluth Transit Authority the appropriate Buy America certification below with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.6, for the procurement of steel, iron or manufactured products, use the certification below.

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Certificate of Compliance with Buy America Requirements. (example)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Certificate of Non-Compliance with Buy America Requirements. (example)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323 (j)(2) as amended, and applicable regulations in 49 C.F.R. §661.7.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communications, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements (example)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S. C. 5323 (j) and the applicable regulation of 49 C.F.R. §661.11.

Certificate of Non-Compliance with Buy America Rolling Stock Requirements (example)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations of 49 C.F.R. §661.7.

### **A.5 CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. §55.05**

**46 C.F.R. Part 381**

#### **Applicability to Contracts**

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials or commodities that may be transported by ocean vessels.

#### **Flow Down**

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material or commodities by ocean vessel.

#### **Clause Language**

##### **Cargo Preference- Use of United States-Flag Vessels**

The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) days following the date of loading of shipments originating outside of the United States, a legible copy of a rated, on-board commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington DC, 20590 and to the FTA recipient (through the contractor in the case of a sub-contractor's bill-of-lading); and
- c. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

### **A.6 CHARTER SERVICE**

49 U.S.C.5323(d) and (r)

49 C.F.R. Part 604

Does not apply to this procurement

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**A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

**49 U.S.C §§7401-7671q**

**33 U.S.C §§1251-1387**

**2 C.F.R. Part 200, Appendix II (G)**

**Applicability to Contracts**

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

**Flow Down**

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and subcontracts at every tier.

**Clause Language**

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**

**Applicability to Contracts**

Federal Civil Rights laws and regulations apply to all contracts.

**Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contract at every tier.

**Clause Language**

**Civil Rights and Equal Opportunity**

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

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. Chapter 60, and Executive Order No. 11246, Equal Employment Opportunity in Federal Employment, September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants be employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, Age Discrimination in Employment Act, 29 C.F.R. Part 1625, the Age Discrimination Act 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



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prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.*, and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

**Flow Down**

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient. For all DOT-assisted contracts, each FTA recipient must include assurance that third party contractors will comply with the DTA program requirements of 49 C.F.R Part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts.

**Clause Language**

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

**Contractor Assurance**

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

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

**DBE Participation**

For purposes of this Contract, the Duluth Transit Authority will only accept DBEs who are:

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

**DBE Participation Goal**

There is no DBE participation goal for this Contract.

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

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

**A.10 EMPLOYEE PROTECTIONS**

49 U.S.C. §5333(a), 40 U.S.C. §§3141-3148

29 C.F.R. Part 5, 18 U.S.C. §874

29 C.F.R. Part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. Part 1926

**Applicability to Contracts**

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects.

**Flow Down**

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontractors at every tier. The Davis-Bacon Act and the Copeland Anti-Kickback Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

**Clause Language**

**Prevailing Wage and Anti-Kickback**

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

**Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

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including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

**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 REQUIREMENTS**

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

**Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

**Flow Down**

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontractors at every tier.

**Clause Language**

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

**A.12 FLY AMERICA**  
**49 U.S.C. §40118, 41 C.F.R. Part 301-10  
48 C.F.R. Part 47.4**

Does not apply to this procurement

**A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213

2 C.F.R. Part 200, Appendix II (I)

Executive Order 12549, Executive Order 12689

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**Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

**Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

**Clause Language**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in 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 Duluth Transit Authority. If it is later determined by the Duluth Transit Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Duluth Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**A. 14 LOBBYING RESTRICTIONS**  
**31 U.S.C. 1352, 2 CFR §200.450**  
**2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20**

**Applicability to Contracts**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. 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 agreement, the payor must complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

**Clause Language****Lobbying Restrictions**

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**

**Applicability to Contracts**

The No Obligation clause applies to all third party contracts that are federally funded.

**Flow Down**

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

**Clause Language**

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

**No Federal Government Obligation to Third Parties.**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**A.16 PATENT RIGHTS AND RIGHTS IN DATA**

2 C.F.R. part 200, Appendix II (F)

37 C.F.R. part 401

Does not apply to this procurement

**A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

49 U.S.C. 5323 (m), 49 C.F.R. Part 663

Does not apply to this procurement

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**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

**Applicability to Contracts**

The Program Fraud clause applies to all third party contracts that are federally funded.

**Flow Down**

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

**A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

49 U.S.C. § 5333(b) (~~3(c)~~), 29 C.F.R. part 215  
 Does not apply to this procurement

**A.20 RECYCLED PRODUCTS**

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

**Applicability to Contracts**

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

**Flow Down**

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

**Clause Language**

**Recovered Materials**

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

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**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

**Applicability to Contracts**

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, ~~%~~Increasing Seat Belt Use in the United States, April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

**Flow Down Requirements**

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

**Clause Language**

**Safe Operation of Motor Vehicles**

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms ~~%~~company-owned and ~~%~~company-leased refer to vehicles owned or leased either by the Contractor or the Duluth Transit Authority.

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle 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 procurement

**A.23 SEISMIC SAFETY**

42 U.S.C. 7701 *et seq.*, 49 C.F.R. part 41  
 Executive Order (E.O.) 12699  
 Does not apply to this procurement

**A.24 SUBSTANCE ABUSE REQUIREMENTS**

49 U.S.C. § 5331, 49 C.F.R. part 655  
 49 C.F.R. part 40  
 Does not apply to this contract

**A.25 TERMINATION**

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

**Applicability to Contracts**

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

**Flow Down**

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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**Clause Language****Termination for Convenience (General Provision)**

The Duluth Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Duluth Transit Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Duluth Transit Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Duluth Transit Authority, the Contractor will account for the same, and dispose of it in the manner the Duluth Transit Authority directs.

**Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Duluth Transit Authority may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Duluth Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Duluth Transit Authority, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**Opportunity to Cure (General Provision)**

The Duluth Transit Authority, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions to cure the defect.

If Contractor fails to remedy to the Duluth Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the Duluth Transit Authority setting forth the nature of said breach or default, the Duluth Transit Authority shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Duluth Transit Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**

In the event that the Duluth Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Duluth Transit Authority shall not limit the Duluth Transit Authority's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the 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 Duluth Transit Authority may terminate this contract for default. The Duluth Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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 Duluth Transit Authority.

**Termination for Default (Construction)**

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the Duluth Transit Authority may terminate this contract for default. The Duluth Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Duluth Transit Authority may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Duluth Transit Authority resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's



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right to proceed with the work is terminated. This liability includes any increased costs incurred by the Duluth Transit Authority in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God or Nature, acts of the Duluth Transit Authority, acts of another contractor in the performance of a contract with the Duluth Transit Authority acts of another contractor in the performance of a contract with the Duluth Transit Authority, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within three (3) days from the beginning of any delay, notifies the Duluth Transit Authority in writing of the causes of delay. If, in the judgment of the Duluth Transit Authority, the delay is excusable, the time for completing the work shall be extended. The judgment of the Duluth Transit Authority shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Duluth Transit Authority.

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

**Applicability to Contracts**

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**Flow Down**

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

**Clause Language**

**Rights and Remedies of the Duluth Transit Authority**

The Duluth Transit Authority shall have the following rights in the event that the Duluth Transit Authority 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, but not be limited to, failure to proceed with Work, failure to perform, failure to supervise, failure to comply with Duluth Transit Authority written directives in accordance with this Contract.

**Rights and Remedies of Contractor**

In as much as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Duluth Transit Authority, the Contractor expressly agrees that no default, act or omission of the Duluth Transit Authority shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Duluth Transit Authority 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 Duluth Transit Authority 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 Duluth Transit Authority takes action contemplated herein, the Duluth Transit Authority will provide the Contractor with sixty (60) days written notice that the Duluth Transit Authority 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 the Duluth Transit Authority's Procurement Officer. This decision

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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 Duluth Transit Authority 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 General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Example 2:** The Duluth Transit Authority 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 Duluth Transit Authority 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 Duluth Transit 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 Duluth's direction or decisions made thereof.

**Performance during Dispute**

Unless otherwise directed by the Duluth Transit Authority, 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 Duluth Transit Authority 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 Duluth Transit Authority 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 Duluth Transit Authority 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.

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**DULUTH TRANSIT AUTHORITY**

**CONTRACT FOR**

**SUPPLY AND INSTALL PASSENGER  
INFORMATION KIOSKS**

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### Section 3. Contract (example for Proposal)

This Contract, made this \_\_\_\_ day of \_\_\_\_, 2019, by and between \_\_\_\_\_, a \_\_\_\_\_ (corporation) \_\_\_\_\_, hereafter referred to as %Contractor+, and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as %DTA+. The DTA and Contractor agree as set forth below.

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of this FTA Contract Clauses, this Contract and amendments thereto; Request for Proposals (Procurement # 041-19-350.1) dated September 5, 2019 including the General, Special and Technical Specifications and Drawings; prevailing wage schedules, all addenda and modifications thereto issued prior to the execution of the Contract; the Contractor's Proposal, including Required Certificates; all as fully a part of the Contract as if attached to this Contract or repeated herein.

#### ARTICLE 2 THE WORK

The Contractor shall perform the work required by the Contract Documents for this Request for Proposals in accordance with the generally accepted standards of the profession for services of this type.

#### ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall begin upon %notice to proceed+from the DTA and completed no later than December 31, 2020, or ninety (90) days after notice to proceed, whichever is later, unless otherwise terminated as set forth herein.

#### ARTICLE 4 CONTRACT SUM

The DTA shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents in the amount accepted.

#### ARTICLE 5 PAYMENTS TO CONTRACTOR

The DTA will reimburse Contractor based on monthly billings for service. 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. Retainage will be held on payments until all conditions of final payment are met.

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 Contractor.

Payment does not imply acceptance of work. The granting of any progress payment or payments by the DTA, or receipt thereof by Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the requirement of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which does not conform to the instructions of these Contract requirements or

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specifications which are not equal to the samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay. The DTA may withhold payment for Contractor's service 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 6                      INVOICES**

All invoices shall include supporting documentation of the quantities and details to the DTA's Director of Finance's satisfaction to support the pay request. Invoices should be forwarded to:

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

**ARTICLE 7                      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 belated equipment shall not constitute acceptance of the delay or request for extension, without written acceptance by DTA as a change in the Contract.

**ARTICLE 8                      ASSIGNABILITY**

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

**ARTICLE 9                      CONTRACT CHANGES**

The DTA or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the Contract.

**ARTICLE 10                    INDEMNIFICATION**

The Contractor shall defend, indemnify and save the DTA, ATE Management of Duluth and First Transit, Inc. harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter 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 DTA, ATE Management of Duluth and First Transit, Inc., but shall include, but not be limited to, the obligation to defend, indemnify and save harmless the DTA, ATE Management of Duluth and First Transit, Inc. in all cases where claims of liability against the DTA, ATE Management of Duluth and First Transit, Inc. arise out of acts or omissions of DTA, ATE Management of Duluth and First Transit, Inc. which are derivative of the negligent 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 of such source of liability. 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.

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**ARTICLE 11 INSURANCE**

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

- (1) Workers compensation in accordance with the laws of the state of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance, shall be in a company approved by the DTA; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) DTA, ATE Management of Duluth and First Transit, Inc. shall be named as an **Additional Insured** under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA, ATE Management of Duluth and First Transit, Inc. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor 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 Contractor's interests and liabilities.

*\*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.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the DTA without fail not less than thirty (30) days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to 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.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the DTA prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.

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- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the DTA, ATE Management of Duluth, and First Transit, Inc.

**ARTICLE 12                      RECORDS AND INSPECTIONS**

- a. **Establishment and Maintenance of Records**  
Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) 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 records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- c. **Reports and Information**  
Contractor shall be responsible for furnishing to DTA records, data and information as DTA may require pertaining to matters covered by this Agreement.
- d. **Audits and Inspections**  
Contractor shall ensure that at any time during normal business hours and as often as DTA may deem necessary, there shall be made available to DTA for examination, all of its records with respect to all matters covered by this Agreement. Contractor will also permit DTA to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, 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**

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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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 13 INDEPENDENT CONTRACTOR**

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the DTA for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the DTA, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the DTA, including, but not limited to, workers compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

**ARTICLE 14 COMMUNICATIONS**

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

Designation for DTA

Designation for Proposer

Aleda Johnson, Director of IT

\_\_\_\_\_

**ARTICLE 15 EXTENT OF AGREEMENT**

This 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. This Agreement may be amended only by written instrument signed by both DTA and Contractor.

**ARTICLE 16 GOVERNING LAW**

This Agreement shall be governed by the applicable laws of the City of Duluth and State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

**ARTICLE 17 RIGHTS AND REMEDIES**

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to any duties, obligations, rights and remedies otherwise imposed or available by law.

**ARTICLE 18 NO THIRD PARTY RIGHTS**

This Agreement is to be construed and understood solely as an Agreement between the DTA and the Contractor and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the DTA and Contractor, may be waived at any time by mutual agreement.



**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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**ARTICLE 19 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.

**ARTICLE 20 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.

This Contract entered into as of the day and year first written above.

Duluth Transit Authority

Contractor:

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Its \_\_\_\_\_

## **PROPOSAL SHEETS**

**DULUTH TRANSIT AUTHORITY**

# **Supply and Install Passenger Information Kiosks**

**September 5, 2019**

Duluth Transit Authority  
Supply and Install Passenger Information Kiosk

# 041-19-0350.1

**Section 4. FORMAL PROPOSAL SHEET** Supply And Install Passenger Information Kiosks

NOTE: All Proposals must be written, signed and transmitted in a sealed envelope, plainly marked with Proposal number, subject matter and opening date. The DTA is exempt from State and City Sales tax.

**Proposal DEPOSIT REQUIREMENTS: 5% of total of base Proposal for those Proposals exceeding \$175,000.**  
Deposit shall mean cash, cashier's check, or corporate bond payable to: **Duluth Transit Authority**  
**PERFORMANCE BOND and Payment Bond required as per specifications.**

All prices must be complete so that the system is 100% operational. **ALL applicable fees, delivery, and installation must be included.**

Base Price to supply and install one Passenger Information Kiosk on the Duluth Transportation Center in accordance with the specifications herein: \$ \_\_\_\_\_

Option to supply one additional Passenger Information Kiosk in year 2: \$ \_\_\_\_\_  
(Supply kiosk only, installation costs will be bid separately at the time of installation)

Option to supply one additional Passenger Information Kiosk in year 3: \$ \_\_\_\_\_  
(Supply kiosk only, installation costs will be bid separately at the time of installation)

Respondent must provide the following with the Proposal:

- a. Costs for licensing, and/or software maintenance, as applicable. Please include a copy of any applicable license and maintenance agreements with the Proposal.
- b. A separate price for optional recorded audio messages, along with details of the audio system (if available.)
- c. A separate cost for training and the anticipated number of hours required for training applicable DTA staff.
- d. Details for ongoing preventative maintenance required (if any) and a list of any planned upgrades for the first two years of operation (calendar year 2020 and 2021.)
- e. A list of recommended spare parts and their cost for a period of two years after Proposal submittal.
- f. A cost estimate for cellular communication (as applicable).
- g. All other requirements as specified herein.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

CITY STATE ZIP CODE

By: \_\_\_\_\_  
(PRINT NAME) TITLE

Signature: \_\_\_\_\_

Addendum Acknowledgment  
Number Date Recd

\_\_\_\_\_  
\_\_\_\_\_

PHONE NO. \_\_\_\_\_

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

# 041-19-0350.1

#### **4.1 Proof of Responsibility Statement**

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

##### Statement of Bidder Qualifications and Responsibility

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

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

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

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

# 041-19-0350.1

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 \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_, 20\_\_

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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

1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA? No\_\_\_\_ Yes\_\_\_\_ (If yes, please provide a copy of the registration.)
  
2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

No \_\_\_\_ Yes\_\_\_\_ (If yes, please provide details and copies of the applicable registration or certification.)

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

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

\_\_\_\_\_

Title \_\_\_\_\_

Duluth Transit Authority  
Supply and Install Passenger Information Kiosk

# 041-19-0350.1

4.3 Subcontractors and Suppliers Listing

List each subcontractor and/or supplier included in the bid or proposal, and 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: \_\_\_\_\_

Duluth Transit Authority  
Supply and Install Passenger Information Kiosk

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**Section 5. REQUIRED CERTIFICATES**

**Certificate A. AFFIDAVIT OF NONCOLUSION**

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

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

- 1. That the attached bid or bids have been arrived at by the bidder 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 bid, designed to limit independent bidding or competition;

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

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

Additionally;

The \_\_\_\_\_ hereby certifies it is /is not (circle one)  
Company Name

included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



**Duluth Transit Authority  
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Certificate B.     **DEBARRED BIDDERS**

**Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:**

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

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

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

The certification in this clause is a material representation of fact relied upon by the Duluth Transit Authority. If it is later determined by the Duluth Transit Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Duluth Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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**Certificate C      COMPLIANCE WITH SPECIFICATIONS**

The bidder hereby states that it will comply with the technical specifications issued by the Duluth Transit Authority in all areas except those where approved equals were granted by the purchaser (s).

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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**Certificate D. BUY AMERICA (if base contract is over \$150,000)**

**Certificate of Compliance with Buy America Requirements.**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_, 20\_\_

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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Certificate E.

**Anti-Lobbying Disclosure**

**APPENDIX A, 49 CFR PART 20. CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)**

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.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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**Certificate F. Code of Ethics and Organizational Conflict of Interest**

The respondent hereby states that it has read and will comply the DTA's Vendor Code of Ethics and Organizational Conflict of Interest (both on the DTA website) as well as the applicable Federal Clauses and Requirements contained herein.

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

# 041-19-0350.1

**Certificate G**

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.

\_\_\_\_\_ Signature of Contractor ~~or~~ Authorized Official

\_\_\_\_\_ Name and Title of Contractor ~~or~~ Authorized Official

\_\_\_\_\_ Date

**Duluth Transit Authority  
Supply and Install Passenger Information Kiosk**

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Certificate H. Performance and Payment Guaranty (for base Proposals over \$175,000)

**Performance Guarantee Certification**

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications upon award.

Designate below which form of Performance Guarantee shall be provided:

- \_\_\_\_\_ Performance Bond
- \_\_\_\_\_ Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Duluth Transit Authority  
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**Certificate I RESPONSIBLE CONTRACTOR MINNESOTA STATUTE, SECTION 16C.285**

**Applicable to prime contracts and subcontracts over \$50,000.**

Respondents to this solicitation document shall submit a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285. The term "responsible contractor" means as contractor as defined in Minnesota Statutes section 16C.285, subdivision 3.

Any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, section 16C.285 subdivision 3, or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project.

The bidder hereby states that is in compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement.

A prime contractor shall submit to the Owner upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, section 16C.285, subdivision 3, clause 7.

The contractor hereby agrees and shall cause this provision to be inserted in every subcontract as required pursuant to Minnesota Statutes, section 16C.285.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM NAME \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_



# **TECHNICAL AND SPECIAL SPECIFICATIONS**

FOR

# **Supply and Install Passenger Information Kiosks**

**September 5, 2019**

## **Section 6. SPECIAL/TECHNICAL SPECIFICATIONS**

### **A. RFP OVERVIEW**

The Duluth Transit Authority (DTA) is requesting proposals to provide and install a transit information kiosk for DTA passengers at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802, with an option to purchase up to two (2) additional kiosks in the next two years.

Respondents shall provide, at the time of Proposal, a list of the locations where the proposed product is currently in use, preferably in a transit setting.

For purposes of Proposal Bond requirements, the base Proposal of one Kiosk installed at the Duluth Transportation Center will be the determinate whether it exceeds the threshold of \$175,000 for Bond requirements, and \$150,000 for the Buy America requirements. Future purchases are not guaranteed.

### **B. TECHNICAL SPECIFICATIONS**

1. Contractor will provide and install a customer information kiosk at the Duluth Transportation Center. Up to two (2) additional kiosks may be placed other at locations within the DTA service area; the purchase of additional kiosks will be determined by the DTA Project Manager. The DTA does not represent that additional kiosks will be purchased.
2. Kiosks must provide the ability for scrolling screens for community service announcements or transit service announcements at the DTA's discretion. Full motion video is not allowed. Screens may not change at a rate of less than fifteen (15) seconds.
3. The primary purpose of these kiosks is to provide real time bus arrival and departure information, trip planning using GPS ~~you~~ you are here+technology and major landmarks for common travel locations; to monitor weather conditions; and to provide emergency messages. No ticket sales will be performed from the kiosks.
4. The DTA currently uses Trapeze and Google Transit for real time bus location information and trip planning. Proposer shall detail their ability to interface with these systems in the Proposal.
5. It is the Proposers responsibility to determine the compatibility and sufficiency of the data and systems linked to the kiosks to provide the required functionality of them. No additional charges, fees, costs or expenses shall be charged to the DTA for changes to hardware or software versions that were not disclosed to the DTA prior to award of the Project. The selected Vendor shall comply with its own representations as to the functionality of the software provided in conformance with the Proposal.
6. Kiosks must be vandal proof and suitable for a commercial setting. Proposers response shall detail provisions to prevent and repair vandalism of the kiosks.
7. Kiosks must be LED, and have an optical eye to adjust brightness. Panels may not exceed 100 nits (candela per square meter) in all white or full brightness mode.

**Duluth Transit Authority**  
**Supply and Install Passenger Information Kiosk**

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8. Proposers shall detail the method of communication of real time information to the kiosk for an Internet connection either via cellular or hardwire. There can be no interference with radios or other communication equipment in the building. The Proposer may be required to prove that the commercial network being proposed will provide adequate coverage at the DTC and other locations upon request from the DTA Project Manager.
9. Proposer shall provide a cost for an additional kiosk in each of the two years following award of the contract. The DTA does not represent that additional kiosks will be purchased. If purchased, the additional kiosks will be located within the DTA service area, likely at one of the hospitals or other major DTA destinations. The additional kiosks will be located indoors and will have power and communication capabilities similar to the DTC. The cost of additional kiosks will be separate on the Cost Proposal sheet and shall not include installation costs.
10. Proposer shall provide installation instructions for the kiosks in sufficient detail that in the future, a third party vendor or DTA staff could physically install the kiosks and DTA IT staff can verify all communication connections and operability with the selected Vendor.
11. The kiosk must include a web-based tool for DTA staff to remotely input messages, record and update data on the kiosks, along with monitoring system processes and outages. Details of the remote system shall be included in the Proposal. The web-based tool shall include a reporting module to collect and report user information such as pages visited, common locations searched, etc. The reporting tool must provide access to raw data as well as the ability to export the records in an electronic data format such as CSV files that can be viewed and analyzed in other database applications such as Microsoft Excel. Electronic reporting must be able to aggregate data into user selected criteria such as daily, weekly, monthly or yearly formats. Proposer shall detail reporting capabilities at the time of Proposal submittal.
12. The Proposer must provide a separate price for optional recorded audio messages to be played at the DTA's discretion. Proposer shall provide details on the audio system and recorded message processes (if available).
13. Kiosks must be able to support multiple languages and be fully compliant with all applicable Americans with Disabilities Act (ADA), UL listed and FCC compliant. Proposer must detail these provisions at the time of Proposal submittal.
14. Proposer shall provide a copy of any applicable software license and maintenance agreements at the time of proposal for DTA review. The DTA reserves the right to negotiate the agreements prior to acceptance of Proposal.
15. Kiosks must be steel powder coated with secure service doors and vandal proof locks, internal mounted CPU, a UPS system, surge suppression/line conditioner, and be UL listed and FCC compliant. All materials used must be durable and suitable for a commercial setting.
16. The kiosk will be sized to allow adequate visibility and a screen that is sufficiently large for users to conduct their inquiry easily. The Proposer must provide a detailed drawing of the proposed unit with dimensions of the kiosk, size of the screen and other specifics included for a complete evaluation of the product by the Evaluation Committee.

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17. Delivery of the first kiosk shall be to the Duluth Transportation Center (DTC), 228 West Michigan Street, Duluth, MN 55802. Proposer must detail the estimated time for fabrication, delivery, set up and commissioning at the time of Proposal. Delivery of additional kiosks (if any) will be determined after the first kiosk is set up and operational.
18. Installation of all kiosks must be in accordance with all applicable building codes. Any applicable permits are the responsibility of the installer, a copy of which will be provided to the DTA prior to the commencement of work.
19. The selected Contractor cannot drill anchors into terrazzo floor at the DTC unless it is x-rayed to avoid damage to post tension cables and heating tubes. Kiosks that have a sturdy base heavy enough to prevent the kiosk from being tipped over, or legs that will keep the kiosk stable without anchoring it to the floor are preferred. Power connections are available in outlets in the floor and may be hidden by the kiosk.
20. Work to install the kiosk(s) is subject to the applicable provisions of the Davis Bacon Act and Minnesota Department of Labor and Industry requirements for prevailing wages.
21. The DTA will withhold five percent (5%) retainage on the project until the installation is complete and accepted by the DTA.
22. After the kiosk is installed, the selected Vendor will participate in a walk through with the DTA Project Manager and note any outstanding items. Vendor will promptly correct any outstanding items to the DTA's specifications in accordance with these requirements at Vendor's sole expense.
23. Upon completion of the installation, the selected vendor will provide as-built drawings of the kiosk and associated equipment.
24. The DTA will hold a preproposal meeting at 10:00 a.m. on Tuesday, September 17, 2019 at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802, to discuss details of the project. An addendum will be issued after the meeting with answers to questions posed. Attendance is not mandatory but strongly encouraged. Attendees will be able to see the proposed location of the kiosk and IT and electrical connection provisions after the meeting.
25. Contractor must conduct all installation and commissioning services during DTA office business hours, 7:00 a.m. to 3:30 p.m. Monday through Friday. Contractor will minimize disruption to DTA operations to the greatest extent possible, and will not be permitted to interfere with bus operations in any manner.
26. Contractor will provide training on the maintenance and operation of the kiosk to DTA personnel, including training on editing information, reporting and data recovery. Cost for the training must be included as a separate line item in the Cost Proposal, along with the proposed number of hours for the training.
27. Proposer shall provide details for ongoing preventative maintenance of the kiosk, the timing and any planned upgrades for the first two years of operation.

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28. A list of recommended spare parts and their cost for a period of two (2 ) years after Proposal submittal shall be included at the time of Proposal.
29. The Proposed system should have a future upgrade path for software and applicable hardware for a minimum of seven (7) years.
30. The selected Contractor must provide bug fixes, corrections, modifications, enhancements and upgrades to new releases to the system, as applicable, to ensure functionality and the ability to meet the DTA's needs. The DTA Director of IT must be notified in writing at least thirty (30) days in advance of updates that require updated software, hardware, higher speed connectivity, etc.
31. The selected Contractor must include all planned software and hardware upgrades for a period of two (2) years after project commencement. There will be no extra charges to the DTA for upgrades during the first two (2) years of implementation.

**C. INSTALLATION AND CLOSEOUT**

1. The first kiosk must be installed within six (6) months of Notice to Proceed unless otherwise approved by the DTA Project Manager.
2. At the completion of the work, adjust all equipment and apparatus as required so that it operates in accordance with applicable manufacturer's instructions.
3. Prior to final payment, Contractor must submit the following:
  - a. A complete set of record (as-built) drawings and submit them to the DTA.
  - b. Certified payrolls and lien waivers from the prime contractors and all subcontractors and/or suppliers.
  - c. Copies of all local inspection reports, as applicable.
  - d. A statement that all punch list items are complete and accepted by the DTA Project Manager.
  - e. A final invoice including retainage, as applicable.
  - f. Provide in a rigid binder, three (3) sets of equipment and system operating bulletins and instructions, including parts lists, maintenance manuals, system diagrams and electrical and control schematics (as applicable.)
  - g. Maintenance Data: Contractor shall provide maintenance and inspection data, replacement part numbers and availability and service location and telephone number.
  - h. Prior to DTA's acceptance of the completed work, deliver to the DTA the Contractor's guarantee and manufacturer's guarantee and warranty certificates for equipment and materials.
  - i. Clean up. Before acceptance of the work, the Contractor shall clean the work site and all grounds occupied in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the Contract items of work and no additional allowance will be made therefore.

**D. Cost Proposal**

The Proposer must detail all costs associated with the kiosks, including installation costs, services fees, hardware, software, servers, initial and ongoing license and maintenance contracts, and

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other costs, as applicable. Proposals for a net revenue system will not be accepted. A net revenue system is an arrangement between the vendor and the DTA to offset the cost of the kiosk(s) against advertising revenues on the kiosk. The DTA does not plan to advertise on the kiosk(s).

Proposer should detail in the Cost Proposal the following:

A price to supply and install one kiosk at the Duluth Transportation Center.

A separate price to supply one kiosk in each of the two (2) years after installation of the initial kiosk.

A price and number of hours Proposed for training DTA staff.

A separate price for the option for recorded audio messages (if available).

A cost for any ongoing preventative maintenance (as applicable).

A price list for recommended spare parts for two years after installation of the first kiosk.

Costs for cellular communications for the system (as applicable).

Proposer shall provide a separate price (without installation) for a second kiosk at a location to be determined by the DTA within one year of the first kiosk. Proposer shall also provide a cost for the purchase up one additional kiosk for two (2) years after Contract award. The price for the additional kiosks will not include installation costs. The DTA does not represent that additional kiosks will be awarded under this Contract.

## **E. Required Submittals**

1. Respondents must include the following in their response:

- a. A complete summary of the kiosk system, including all software and hardware required to implement the system, along with pictures of the proposed kiosks.
- b. A plan for integration with Trapeze and Google Transit for real time information.
- c. A plan for installation, including mounting and securing the kiosks.
- d. A proposed timeline for installation, testing and go live.
- e. A copy of license and maintenance agreements.
- f. A list of planned upgrades for the next two years (as applicable).
- g. Samples of the reporting metrics from the kiosks.
- h. An itemized Cost Proposal.
- i. A summary of the commercial communication or cellular network being Proposed.
- i. Three references with contact information.
- j. An outline of the service support offered to the DTA.
- k. All required forms and certifications herein.

## **F. Evaluation Criteria**

1. Evaluations of the Kiosks will be based on the technical details of the kiosks and the proposed system, the ability of the system to integrate with Trapeze and Google Transit, the look and serviceability of the kiosks, the cost for the kiosks, including installation, licensing, and maintenance, the timeline and other factors defined herein:

### **a. Proposed Kiosk**

40%

The technical capabilities of the kiosk, ability to integrate with Trapeze, Google Transit and other DTA systems, reporting capabilities, security and vandalism prevention, the look of the kiosk, installation requirements, compliance with specifications, etc.

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**b. Cost** 40%

The cost of the system, including all cost items such as base purchase price, ongoing licensing and maintenance agreements, installation costs, communication costs, cost of units during option years, cost for maintenance and spare parts, etc.

**c. Experience and Technical Support** 15%

The technical qualifications and experience of the Proposer, the number of kiosks currently in use and ongoing support, reliability, references, implantation plan, timeline, etc.

**d. Other Relevant Matters** 5%

Other relevant matters may include the completeness and clarity of the proposal, adherence to RFP requirements, apparent general understanding of the work to be performed, and other matters deemed relevant by the evaluation committee and within these specifications.

2. The DTA Evaluation Committee may elect to interview Proposers or seek further information before awarding the Contract.

3. The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking nor make a recommendation to award to the Proposer with the lowest cost proposal, if doing so would not be in the best interest of the DTA.

4. Evaluation of costs will include evaluation of future costs of the system, as determined by the Evaluation Committee.

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**Section 7.****WAGE REQUIREMENTS**

1. This contract is subject to the requirements of 49 U.S.C. §5333(a), the Davis-Bacon Act, the U.S. Department of Labor Fair Labor Standards Act, and the implementing regulations of the Department of Labor at 29 CFR Part 5. The Contractor shall comply with and assure compliance with all applicable wage regulations, and shall not cause the Owners to be in violation of same.
2. The Contractor hereby agrees that all persons employed by it in the performance of work covered by prevailing wage classifications shall be paid wages which are not less than the prevailing wage rates which are attached to this contract and incorporated herein by reference.
3. The Contractor hereby agrees to keep and to require all subcontractors to keep full and accurate records for a period of not less than six (6) years, clearly indicating the name and trade or occupation of every laborer, worker or mechanic employed by him in connection with the project and an accurate record of the number of hours worked by each employee and the actual wages paid therefore.
4. The Owner shall post any applicable prevailing wage determinations at the project site and/or at a place normally used to post public notices. The Contractor is responsible for providing the prevailing wage scale as provided in the contract at the job site to all subcontractors. These hours, rates and classifications must be posted on the project by the Contractor in at least one conspicuous place for the information of employees and all employees of subcontractor(s) working on the project.
5. Certified WEEKLY payroll reports are required and are to be submitted to the Duluth Transit Authority for all Contractor and subcontractor covered work in accordance with Duluth Transit Authority Certified Payroll Checklist.
6. Overtime Basis  
All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 ½) times the basic hourly rate.

**POSTED WAGE SCALE**

Department of Labor General Decision Number MN 41 Prevailing Wage Decision dated 8/16/2019 is attached and incorporated herein. Wage decisions are subject to change due to lock-in rules and revisions near the Proposal opening.

Minnesota Department of Labor and Industry Prevailing Wages for State-funded Construction Projects, Construction Type, Commercial, County Number 69, St. Louis County, is attached and incorporated herein.



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"General Decision Number: MN20190129 08/16/2019

Superseded General Decision Number: MN20180194

State: Minnesota

Construction Type: Building

County: St Louis County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2019       |
| 1                   | 02/01/2019       |
| 2                   | 02/08/2019       |
| 3                   | 06/21/2019       |
| 4                   | 07/26/2019       |
| 5                   | 08/16/2019       |

ASBE0034-001 06/01/2019

|  | Rates    | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 38.15 | 33.40   |

BOIL0647-008 03/01/2018

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 37.22 | 27.14   |

BRMN0001-010 05/01/2018

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 34.99 | 24.64   |

BRMN0001-019 05/01/2018

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| TILE FINISHER..... | \$ 25.13 | 5.54    |
| TILE SETTER.....   | \$ 25.89 | 24.34   |

CARP0361-008 06/01/2018

|   | Rates    | Fringes |
|---|----------|---------|
| CARPENTER (Includes Drywall<br>Hanging, and Form Work, and<br>Excludes Soft Floor Layer)..... | \$ 33.60 | 19.03   |
| SOFT FLOOR LAYER.....   | \$ 33.25 | 16.94   |

ELEC0242-002 06/02/2019

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|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.46 | 27.13   |

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ENGI0049-019 05/01/2019

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR |          |         |
| Bulldozer.....           | \$ 40.08 | 20.55   |
| Crane.....               | \$ 41.84 | 20.55   |
| Drill.....               | \$ 40.08 | 20.55   |
| Forklift.....            | \$ 40.08 | 20.55   |
| Loader.....              | \$ 40.08 | 20.55   |
| Oiler.....               | \$ 37.45 | 20.55   |
| Roller.....              | \$ 40.08 | 20.55   |

-----  
IRON0512-025 05/01/2018

|   | Rates    | Fringes |
|---|----------|---------|
| IRONWORKER (Structural and<br>Reinforcing)..... | \$ 32.64 | 27.85   |

-----  
LABO1091-025 05/01/2018

|  | Rates    | Fringes |
|--|----------|---------|
| LABORER  |          |         |
| Asbestos Abatement<br>(Removal from Ceilings,<br>Floors, and Walls)..... | \$ 30.83 | 18.70   |
| Common or General.....   | \$ 28.04 | 16.17   |
| Mason Tender -<br>Brick/Cement/Concrete.....                             | \$ 27.99 | 15.32   |
| Pipelayer.....   | \$ 35.68 | 16.92   |

-----  
PAIN0106-007 05/01/2017

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 30.58 | 18.02   |

-----  
PAIN0106-009 05/01/2017

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 30.33 | 17.27   |

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|  |          |         |
|--|----------|---------|
| -----  |          |         |
| PAIN0386-010 05/01/2014  |          |         |
|  | Rates    | Fringes |
| PAINTER (Spray).....   | \$ 25.08 | 13.99   |
| -----  |          |         |
| * PLAS0633-008 05/01/2019  |          |         |
|  | Rates    | Fringes |
| CEMENT MASON/CONCRETE FINISHER....   | \$ 33.41 | 19.33   |
| -----  |          |         |
| * PLAS0633-011 05/01/2019  |          |         |
|  | Rates    | Fringes |
| PLASTERER.....   | \$ 26.47 | 15.28   |
| -----  |          |         |
| PLUM0011-007 07/03/2018  |          |         |
|  | Rates    | Fringes |
| PIPEFITTER (Includes HVAC<br>Pipe Installation and<br>Excludes HVAC Unit<br>Installation)..... | \$ 34.59 | 17.34   |
| PLUMBER (Excludes HVAC Pipe<br>and Unit Installation).....                                     | \$ 34.59 | 17.34   |
| -----  |          |         |
| ROOF0096-019 07/01/2019  |          |         |
|  | Rates    | Fringes |
| ROOFER.....  | \$ 34.15 | 17.97   |
| -----  |          |         |
| SHEE0010-034 04/30/2018  |          |         |
|  | Rates    | Fringes |
| SHEET METAL WORKER (Includes<br>HVAC Duct and Unit<br>Installation).....                       | \$ 33.75 | 27.21   |
| -----  |          |         |
| * UAVG-MN-0024 01/01/2019  |          |         |
|  | Rates    | Fringes |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....   | \$ 36.89 | 20.30   |
| -----  |          |         |

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\* UAVG-MN-0025 01/01/2019

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| PAINTER (Brush and Roller)..... | \$ 29.50 | 17.64   |

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SUMN2015-064 06/22/2018

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader..... | \$ 32.03 | 14.80   |

|                               |          |       |
|-------------------------------|----------|-------|
| TRUCK DRIVER: Dump Truck..... | \$ 23.43 | 12.33 |
|-------------------------------|----------|-------|

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

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rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
  - \* an existing published wage determination
  - \* a survey underlying a wage determination

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- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.



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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED  
CONSTRUCTION PROJECTS**

 **THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE**

**Construction Type: Commercial****County Number: 69**

County Name: ST. LOUIS

Effective: 2018-12-17    Revised: 2019-01-28

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

\* Indicates that adjacent county rates were used for the labor class listed.

**County: ST. LOUIS (69)**

| <u>LABOR CODE AND CLASS</u>   | <u>EFFECT DATE</u>                  | <u>BASIC RATE</u> | <u>FRINGE RATE</u> | <u>TOTAL RATE</u> |
|---|-------------------------------------|-------------------|--------------------|-------------------|
| <b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>              |                                     |                   |                    |                   |
| 101 LABORER, COMMON (GENERAL LABOR WORK)                            | 2018-12-17                          | 25.64             | 18.57              | 44.21             |
|   | 2019-05-01                          | 26.52             | 19.29              | 45.81             |
| 102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)           | 2018-12-17                          | 25.64             | 18.57              | 44.21             |
|   | 2019-05-01                          | 26.52             | 19.29              | 45.81             |
| 103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR) | 2018-12-17                          | 23.02             | 15.99              | 39.01             |
|   | 2019-05-01                          | 24.00             | 16.96              | 40.96             |
| 104* FLAG PERSON  | 2018-12-17                          | 25.64             | 18.57              | 44.21             |
|   | 2019-05-01                          | 26.52             | 19.29              | 45.81             |
| 105* WATCH PERSON   | FOR RATE CALL 651-284-5091 OR EMAIL |                   |                    |                   |

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|--|---|-------------------|--------------------|-------------------|
|  | <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>  |                   |                    |                   |
| 106 BLASTER  | 2018-12-17  | 26.34             | 18.57              | 44.91             |
|  | 2019-05-01  | 27.22             | 19.29              | 46.51             |
| 107 PIPELAYER (WATER, SEWER AND GAS)   | 2018-12-17  | 33.28             | 19.32              | 52.60             |
|  | 2019-05-01  | 34.28             | 20.27              | 54.55             |
| 108 TUNNEL MINER   | FOR RATE CALL 651-284-5091 OR EMAIL<br><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a> |                   |                    |                   |
| 109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)   | 2018-12-17  | 31.48             | 19.32              | 50.80             |
|  | 2019-05-01  | 32.48             | 20.27              | 52.75             |
| 110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15. | 2018-12-17  | 36.00             | 3.52               | 39.52             |
| 111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)   | FOR RATE CALL 651-284-5091 OR EMAIL<br><a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a> |                   |                    |                   |
| <b>SPECIAL EQUIPMENT (201 - 204)</b>   |   |                   |                    |                   |
| 201* ARTICULATED HAULER  | 2018-12-17  | 38.13             | 20.30              | 58.43             |
| 202 BOOM TRUCK   | 2018-12-17  | 37.83             | 18.65              | 56.48             |
| 203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS  | 2018-12-17  | 23.02             | 15.99              | 39.01             |
|  | 2019-05-01  | 24.00             | 16.96              | 40.96             |
| 204* OFF-ROAD TRUCK  | 2018-12-17  | 37.83             | 18.65              | 56.48             |
| 205 PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.  | 2018-12-17  | 26.91             | 19.87              | 46.78             |
| <b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>  |   |                   |                    |                   |
| <b>GROUP 2 *</b>   | 2018-12-17  | 35.54             | 19.70              | 55.24             |
| 306 GRADER OR MOTOR PATROL   |   |                   |                    |                   |
| 308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)   |   |                   |                    |                   |

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|--|--------------------|-------------------|--------------------|-------------------|
| <b>GROUP 3</b>   | 2018-12-17         | 36.34             | 20.30              | 56.64             |
|  | 2019-05-01         | 38.09             | 20.50              | 58.59             |
| 309 ASPHALT BITUMINOUS STABILIZER PLANT  |                    |                   |                    |                   |
| 310 CABLEWAY   |                    |                   |                    |                   |
| 312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)   |                    |                   |                    |                   |
| 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER   |                    |                   |                    |                   |
| 316 LOCOMOTIVE CRANE OPERATOR  |                    |                   |                    |                   |
| 320 TANDEM SCRAPER   |                    |                   |                    |                   |
| 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)  |                    |                   |                    |                   |
| <b>GROUP 4 *</b>   | 2018-12-17         | 36.04             | 20.30              | 56.34             |
|  | 2019-05-01         | 37.79             | 20.50              | 58.29             |
| 323 AIR TRACK ROCK DRILL   |                    |                   |                    |                   |
| 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)   |                    |                   |                    |                   |
| 325 BACKFILLER OPERATOR  |                    |                   |                    |                   |
| 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)  |                    |                   |                    |                   |
| 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON) |                    |                   |                    |                   |
| 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS  |                    |                   |                    |                   |
| 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS  |                    |                   |                    |                   |
| 331 CHIP HARVESTER AND TREE CUTTER   |                    |                   |                    |                   |
| 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE  |                    |                   |                    |                   |
| 334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)  |                    |                   |                    |                   |
| 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT  |                    |                   |                    |                   |
| 336 CURB MACHINE   |                    |                   |                    |                   |
| 337 DIRECTIONAL BORING MACHINE   |                    |                   |                    |                   |
| 338 DOPE MACHINE (PIPELINE)  |                    |                   |                    |                   |
| 340 DUAL TRACTOR   |                    |                   |                    |                   |
| 341 ELEVATING GRADER   |                    |                   |                    |                   |
| 345 GPS REMOTE OPERATING OF EQUIPMENT  |                    |                   |                    |                   |
| 347 HYDRAULIC TREE PLANTER   |                    |                   |                    |                   |
| 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)   |                    |                   |                    |                   |
| 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)  |                    |                   |                    |                   |
| 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE  |                    |                   |                    |                   |
| 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE   |                    |                   |                    |                   |
| 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE   |                    |                   |                    |                   |
| 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES  |                    |                   |                    |                   |
| 357 PUGMILL  |                    |                   |                    |                   |
| 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)  |                    |                   |                    |                   |
| 360 SCRAPER  |                    |                   |                    |                   |
| 361 SELF-PROPELLED SOIL STABILIZER   |                    |                   |                    |                   |
| 362 SLIP FORM (POWER DRIVEN) (PAVING)  |                    |                   |                    |                   |
| 363 TIE TAMPER AND BALLAST MACHINE   |                    |                   |                    |                   |
| 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)   |                    |                   |                    |                   |
| 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE  |                    |                   |                    |                   |
| <b>GROUP 5 *</b>   | 2018-12-17         | 30.50             | 18.90              | 49.40             |
| 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)   |                    |                   |                    |                   |
| 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)   |                    |                   |                    |                   |
| 372 FORM TRENCH DIGGER (POWER)   |                    |                   |                    |                   |

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|---|--------------------|-------------------|--------------------|-------------------|
| 375 HYDRAULIC LOG SPLITTER  |                    |                   |                    |                   |
| 376 LOADER (BARBER GREENE OR SIMILAR TYPE)  |                    |                   |                    |                   |
| 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER   |                    |                   |                    |                   |
| 379 POWER ACTUATED JACK   |                    |                   |                    |                   |
| 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)  |                    |                   |                    |                   |
| 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER   |                    |                   |                    |                   |
| 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER                           |                    |                   |                    |                   |
| 384 STUMP CHIPPER AND TREE CHIPPER  |                    |                   |                    |                   |
| 385 TREE FARMER (MACHINE)   |                    |                   |                    |                   |
| <b>GROUP 6</b>  | 2018-12-17         | 29.55             | 16.08              | 45.63             |
| 387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER   |                    |                   |                    |                   |
| 389 DREDGE DECK HAND  |                    |                   |                    |                   |
| 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)   |                    |                   |                    |                   |
| 393 LEVER PERSON  |                    |                   |                    |                   |
| 395 POWER SWEEPER   |                    |                   |                    |                   |
| 396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS   |                    |                   |                    |                   |
| 397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING   |                    |                   |                    |                   |
| <b>COMMERCIAL POWER EQUIPMENT OPERATOR</b>  |                    |                   |                    |                   |
| <b>GROUP 1</b>  | 2018-12-17         | 41.14             | 20.30              | 61.44             |
| 501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |                   |
| 502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |                   |
| 503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)                            |                    |                   |                    |                   |
| <b>GROUP 2</b>  | 2018-12-17         | 40.80             | 20.30              | 61.10             |
| 504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)                                       |                    |                   |                    |                   |
| 505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |                   |
| 506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |                   |
| 507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) |                    |                   |                    |                   |
| <b>GROUP 3</b>  | 2018-12-17         | 39.39             | 20.30              | 59.69             |
| 508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |                   |
| 509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |                   |
| 510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |                   |
| 511 STATIONARY TOWER CRANE UP TO 200 FEET   |                    |                   |                    |                   |
| 512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)                      |                    |                   |                    |                   |
| 513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |                   |
| 514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)               |                    |                   |                    |                   |
| <b>GROUP 4</b>  | 2018-12-17         | 39.05             | 20.30              | 59.35             |
| 515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |                   |
| 516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |                   |
| 517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |                   |
| 518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)   |                    |                   |                    |                   |
| 519 OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |                   |
| 520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)  |                    |                   |                    |                   |

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|--|---|-------------------|--------------------|-------------------|
| <b>GROUP 5</b>   | 2018-12-17  | 38.13             | 20.30              | 58.43             |
| 521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| 522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM   |   |                   |                    |                   |
| 524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)        |   |                   |                    |                   |
| 525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 526 FRONT END, SKID STEER 1 C YD AND OVER  |   |                   |                    |                   |
| 527 HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| 534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| <b>GROUP 6</b>   | 2018-12-17  | 36.62             | 20.30              | 56.92             |
| 535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 537 FRONT END, SKID STEER UP TO 1 C YD   |   |                   |                    |                   |
| 538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| 540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER  |   |                   |                    |                   |
| <b>GROUP 7</b>   | 2018-12-17  | 35.50             | 20.30              | 55.80             |
| 541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| 543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY) |   |                   |                    |                   |
| 546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| 547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)  |   |                   |                    |                   |
| <b>GROUP 8 *</b>   | FOR RATE CALL 651-284-5091 OR EMAIL<br><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a> |                   |                    |                   |
| 548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| 549 GREASER (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| 550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)   |   |                   |                    |                   |
| <b>TRUCK DRIVERS</b>   |   |                   |                    |                   |
| <b>GROUP 1</b>   | 2018-12-17  | 30.85             | 17.50              | 48.35             |
| 601 MECHANIC . WELDER  |   |                   |                    |                   |
| 602 TRACTOR TRAILER DRIVER   |   |                   |                    |                   |
| 603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)  |   |                   |                    |                   |
| <b>GROUP 2</b>   | 2018-12-17  | 29.70             | 16.60              | 46.30             |
| 604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK  |   |                   |                    |                   |

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| <b>GROUP 3</b>   | 2018-12-17         | 29.60             | 16.60              | 46.20             |
| 605 BITUMINOUS DISTRIBUTOR DRIVER  |                    |                   |                    |                   |
| 606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)  |                    |                   |                    |                   |
| 607 THREE AXLE UNITS   |                    |                   |                    |                   |
| <b>GROUP 4 *</b>   | 2018-12-17         | 25.10             | 10.85              | 35.95             |
| 608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)                               |                    |                   |                    |                   |
| 609 DUMP PERSON  |                    |                   |                    |                   |
| 610 GREASER  |                    |                   |                    |                   |
| 611 PILOT CAR DRIVER   |                    |                   |                    |                   |
| 612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS                                     |                    |                   |                    |                   |
| 613 TWO AXLE UNIT  |                    |                   |                    |                   |
| 614 SLURRY OPERATOR  |                    |                   |                    |                   |
| 615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)                                    |                    |                   |                    |                   |
| 616 TRACTOR OPERATOR, UNDER 50 H.P.  |                    |                   |                    |                   |
| <b>SPECIAL CRAFTS</b>  |                    |                   |                    |                   |
| 701 HEATING AND FROST INSULATORS   | 2018-12-17         | 41.31             | 18.85              | 60.16             |
|  | 2019-06-03         | 42.96             | 18.85              | 61.81             |
| 702 BOILERMAKERS   | 2018-12-17         | 37.22             | 27.14              | 64.36             |
|  | 2019-01-01         | 38.33             | 27.43              | 65.76             |
| 703 BRICKLAYERS  | 2018-12-17         | 33.36             | 26.27              | 59.63             |
| 704 CARPENTERS   | 2018-12-17         | 31.10             | 19.03              | 50.13             |
|  | 2019-05-01         | 32.65             | 19.03              | 51.68             |
| 705 CARPET LAYERS (LINOLEUM)   | 2018-12-17         | 33.25             | 16.94              | 50.19             |
| 706 CEMENT MASONS  | 2018-12-17         | 32.66             | 18.68              | 51.34             |
| 707 ELECTRICIANS   | 2018-12-17         | 36.85             | 26.20              | 63.05             |
| 708 ELEVATOR CONSTRUCTORS  | 2018-12-17         | 48.36             | 32.65              | 81.01             |
|  | 2019-01-01         | 49.91             | 39.24              | 89.15             |
| 709 GLAZIERS   | 2018-12-17         | 31.16             | 19.68              | 50.84             |
| 710* LATHERS   | 2018-12-17         | 31.10             | 19.03              | 50.13             |
| 712 IRONWORKERS  | 2018-12-17         | 32.64             | 27.85              | 60.49             |
| 714 MILLWRIGHT   | 2018-12-17         | 34.19             | 18.81              | 53.00             |
|  | 2019-05-01         | 36.24             | 18.81              | 55.05             |
| 715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS) | 2018-12-17         | 30.96             | 18.77              | 49.73             |
| 716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR)                                 | 2018-12-17         | 34.57             | 18.16              | 52.73             |

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|-------------------------------------|----------------------------|-----------------------|-------------------|--------------------|-------------------|
| FOR PILING AND SHEETING OPERATIONS) |                            |                       |                   |                    |                   |
| 717                                 | PIPEFITTERS . STEAMFITTERS | +\$200,000 2018-12-17 | 42.20             | 20.80              | 63.00             |
|                                     |                            | 2019-05-01            | 44.05             | 20.80              | 64.85             |
|                                     |                            | -\$200,000 2018-12-17 | 39.55             | 19.85              | 59.40             |
|                                     |                            | 2019-05-01            | 41.30             | 19.85              | 61.15             |
| 718                                 | PLASTERERS                 | 2018-12-17            | 33.14             | 19.43              | 52.57             |
|                                     |                            | 2019-05-01            | 34.74             | 19.43              | 54.17             |
| 719                                 | PLUMBERS                   | 2018-12-17            | 40.02             | 19.53              | 59.55             |
| 720                                 | ROOFER                     | 2018-12-17            | 33.50             | 17.19              | 50.69             |
|                                     |                            | 2019-07-01            | 34.90             | 17.19              | 52.09             |
| 721                                 | SHEET METAL WORKERS        | 2018-12-17            | 33.75             | 27.23              | 60.98             |
| 722                                 | SPRINKLER FITTERS          | 2018-12-17            | 37.58             | 19.49              | 57.07             |
| 723                                 | TERRAZZO WORKERS           | 2018-12-17            | 38.91             | 19.40              | 58.31             |
| 724                                 | TILE SETTERS               | 2018-12-17            | 25.89             | 24.34              | 50.23             |
| 725                                 | TILE FINISHERS             | 2018-12-17            | 18.99             | 19.74              | 38.73             |
| 726                                 | DRYWALL TAPER              | 2018-12-17            | 31.56             | 18.77              | 50.33             |
| 727                                 | WIRING SYSTEM TECHNICIAN   | 2018-12-17            | 38.97             | 17.14              | 56.11             |
|                                     |                            | 2019-07-01            | 40.17             | 17.14              | 57.31             |
| 728                                 | WIRING SYSTEMS INSTALLER   | 2018-12-17            | 27.30             | 14.31              | 41.61             |
|                                     |                            | 2019-07-01            | 28.14             | 14.31              | 42.45             |
| 729                                 | ASBESTOS ABATEMENT WORKER  | 2018-12-17            | 30.83             | 18.70              | 49.53             |
|                                     |                            | 2019-01-01            | 31.78             | 19.35              | 51.13             |
| 730                                 | SIGN ERECTOR               | 2018-12-17            | 27.05             | 14.02              | 41.07             |