

Duluth Transit Authority

REQUEST for BIDS

FOR

Bus Shelter Replacements

November 18, 2019

Duluth Transit Authority

2402 W. Michigan St - Duluth, MN 55806

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

email: nbrown@duluthtransit.com

**Duluth Transit Authority
Bus Shelter Replacements**

041-19-0019.1

**Duluth Transit Authority
Request for Bids
Bus Shelter Replacements**

The Duluth Transit Authority (DTA) hereby requests bids to supply new bus shelters with an option for solar light kits for DTA transit stops. Specifications are available at the DTA and may be Emailed or mailed to prospective contractors. Contact (218) 623-4329 or nbrown@duluthtransit.com.

Responses must be received no later than **2:00 p.m. on Thursday, December 5, 2019**.

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

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Section 1 General Conditions

G-1 REQUEST FOR BIDS

- a) The DTA is requesting Bids to supply new bus shelters with an option for solar light kits for DTA transit stops.
- b) Bids shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein.
- c) Bid price shall be good for ninety (90) days after the Bid due date.
- d) Bidder shall pay all precontractual expenses, including expenses for preparing or submitting a Bid in response to this request, negotiating with the DTA on any matter related to this Request For Bids (~~%RFB+~~), and/or other expenses incurred by the Respondent prior to the date of award.
- e) Bids are due at **2:00 p.m. on Thursday, December 5, 2019** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA intends to award the contract to the responsible Bidder as early as December 19, 2019.
- g) Throughout these specifications the words ~~%equipment+~~, ~~%materials+~~, and ~~%work+~~ can be interpreted as interchangeable.
- h) All inquiries and other correspondence relating to this RFB shall be addressed to: Procurement Manger, Duluth Transit Authority, 2402 West Michigan St., Duluth, MN 55806 or via email (preferred) at nbrown@duluthtransit.com.
- i) The Federal Transit Administration will be providing assistance for this project. The Catalog of Federal Domestic Assistance (~~%CFDA+~~) number is 20.500, Federal Transit Capital Investment Grants.
- j) The DTA will make the award to the responsible Bidder.
- k) Where proprietary names are used in these specifications, it is understood that they are followed by the words ~~%or equal+~~.
- l) Requests for approved equals, clarifications of specifications and protest of specifications must be received by the Procurement Manager in writing no later than 2:00 p.m. on Tuesday, November 26, 2019. Responses will be posted on the DTA website no later than Wednesday, November 27, 2019.
- m) Changes to the specifications will only be made by written addendum. Addenda will be posted on the DTA website at www.duluthtransit.com. It is the Bidder's responsibility to obtain all documents available for this procurement.
- n) Bids must be submitted on the forms attached. All blanks in the form must be completed with ink or typewriter. Bids containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typed and initialing the correction in ink by the person signing the Bid. In the event any price term is expressed by the Respondent in both written and numerical form, the written representation shall govern in the event of an inconsistency.
- o) Bids shall not stipulate any condition not contained in the specifications and other documents submitted for review. Each Bid and all papers bound and attached thereto, shall be placed and securely sealed in an envelope marked **"Bus Shelter Replacements"** and mailed or delivered to: Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806, or emailed in a .pdf attachment to nbrown@duluthtransit.com.

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- p) Bids must be received by the deadline. Time means local time in Duluth, Minnesota. Bids received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Bids in the best interest of the DTA.
- q) No Bids may be modified after submission except by written modification physically received by the DTA prior to bid opening. Modifications must be signed by the person submitting the Bid or accompanied by an explanation as to why it is not and must indicate that it modifies the original Bid.
- r) A Bidder may withdraw its Bid at any time before the time of the opening only by written notice addressed to the Bid opening marked ~~W~~Withdrawal of Bid+and received by the DTA prior to the opening of Bids.
- s) No bid bonds or performance bonds are required for this project. Contractor must be licensed, bonded and insured as required under State of Minnesota regulations.
- t) The price quoted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the work shall be considered included in the Bid although not directly specified or called for in these specifications. No advantage shall be taken by the Respondent in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.
- u) The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.

G-2 SELECTION CRITERIA

Except when it is determined not to be in the DTA's best interests, the DTA will evaluate Bids by adding the total price for optional equipment to the total price for the basic requirements. Evaluation of options will not obligate the DTA to exercise the option.

G-3 CONTRACT FORM AND CHANGES

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

G-4 PROTEST PROCEDURES

Protests will only be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The General Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given.

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Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protest must include at least the following information:

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

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

PROTESTS BEFORE AWARD

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

The protests addressing the adequacy of the Request for Bids or Proposals, including, without limitation, the pre-award procedure, the Instructions to Proposers, General Terms and Conditions, Technical Specifications and Scope of Work, must be filed at the Finance Department no later than three days before the scheduled opening date of the 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, proposers whose bid or proposals might become eligible for award shall be requested, before expiration of the time for acceptance of their bid 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 (5) 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 fourteen (14) days from the receipt of the written protest and shall provide written notice of such decision to all interested parties.

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

G-5 ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

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

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5. If the DTA's Director of Finance, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Finance will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Finance has the discretion to terminate the contract for default. No determination by the DTA's Director of Finance under this clause shall be reviewable under FAR Clause 52.233-1, Disputes Clause (May 2014),+ which is also incorporated by reference herein.

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

G-6 SUBCONTRACTORS

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

SIGNIFICANT DATES OF PROCUREMENT

Date of Release	November 18, 2019	
Requests for Changes/Clarifications	November 26, 2019	2:00 p.m.
Responses to Changes/Clarifications	November 27, 2019	
Bid Opening	December 5, 2019	2:00 p.m.

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Section 2. Federal Transit Administration Contract Clauses

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

- 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.

2) CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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3) DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

It is the policy of the Duluth Transit Authority and the United States Department of Transportation (~~DOT~~) that Disadvantaged Business Enterprises (~~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.

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.

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

Prevailing Wage and Anti-Kickback

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

5) ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 622, Subpart C **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.

6) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213; 2 C.F.R. Part 200, Appendix II (I); Executive Order 12549, Executive Order 12689

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

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

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

The certification in this clause is a material representation of fact relied upon by the 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.7 LOBBYING RESTRICTIONS

31 U.S.C. § 1352 2 C.F.R. § 200.450 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

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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.

7) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The DTA 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.

8) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001, 49 C.F.R. part 31**Program Fraud and False or Fraudulent Statements or Related Acts**

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

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

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

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

Recovered Materials

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

10) 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

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.

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

Termination for Convenience (General Provision)

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

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

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

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

Opportunity to Cure (General Provision)

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

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

**Duluth Transit Authority
Bus Shelter Replacements**

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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.

DULUTH TRANSIT AUTHORITY

CONTRACT FOR

BUS SHELTER REPLACEMENTS

November 18, 2019

**Duluth Transit Authority
Bus Shelter Replacements**

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Section 3. Contract (example)

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 Federal Transit Administration Contract Clauses, this Contract and any amendments thereto; Request for Bids (Procurement # 041-19-0019.1) dated November 18, 2019, 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 executed Bid form 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 Bids in accordance with the generally accepted standards of the profession for services of this type.

ARTICLE 3 Term

This Contract shall be effective upon execution of this Contract, and shall remain in effect until December 31, 2020, or until all obligations set forth in this Contract have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided herein.

ARTICLE 4 CONTRACT SUM

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

ARTICLE 5 PAYMENTS TO CONTRACTOR

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. The 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.

Payment does not imply acceptance of work. The granting of any progress payment or payments by DTA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the ability 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 do not conform to the instruction of these contract requirements and specifications or are not equal to samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay.

**Duluth Transit Authority
Bus Shelter Replacements**

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ARTICLE 6 CONTRACTOR 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 7 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 the 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 the DTA, ATE Management of Duluth, and First Transit, Inc. which are derivative of the negligence or intentional acts or omissions of Contractor, such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and other 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.

ARTICLE 8 RECORDS AND INSPECTIONS

- a. **Establishment and Maintenance of Records**
Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this 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 Contract shall be clearly identified and readily accessible.
- c. **Reports and Information**
Contractor shall be responsible for furnishing to DTA records, data and information as DTA may require pertaining to matters covered by this Contract.
- d. **Audits and Inspections**

**Duluth Transit Authority
Bus Shelter Replacements**

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Contractor shall ensure that at any time during normal business hours and as often as DTA may deem necessary, there shall be made available to DTA for examination, all of its records with respect to all matters covered by this Contract. Contractor will also permit DTA to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

e. **Confidentiality of Information**

Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Contractor. If Contractor receives a request to release data referred to in this clause, Contractor must immediately notify the DTA and consult with the DTA as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

f. **Ownership of Data**

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

ARTICLE 9 INDEPENDENT CONTRACTOR

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

ARTICLE 10 SEVERABILITY

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

ARTICLE 11 COMMUNICATIONS

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. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

**Duluth Transit Authority
Bus Shelter Replacements**

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Designation for DTA
Jim Caywood, Director of Maintenance

Designation for Contractor

ARTICLE 12 EXTENT OF AGREEMENT

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

ARTICLE 13 GOVERNING LAW

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

ARTICLE 14 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of the DTA to act shall in no way constitute a waiver of any right or duty afforded to it under the Contract, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Contract, except as may be specifically agreed to in writing by the DTA.

ARTICLE 15 DELAYS

Contractor shall notify 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 16 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.

ARTICLE 17 NO THIRD PARTY RIGHTS

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

**Duluth Transit Authority
Bus Shelter Replacements**

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ARTICLE 18 CANCELLATION

The DTA shall have the right to cancel this Contract if monies are not appropriated by the funding department or agency for purposes of this Contract.

ARTICLE 19 PROVISIONS HELD INVALID

If any provision of this Contract is held invalid, such holding shall not affect the validity of the remainder of the Contract.

BID SHEETS

BUS SHELTER REPLACEMENTS

November 18, 2019

Duluth Transit Authority
Bus Shelter Replacements

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Section 4 FORMAL BID SHEET

NOTE: All Bids must be written, signed and transmitted in a sealed envelope, plainly marked with Bid number, subject matter and opening date, or in a .pdf attachment in an email to nbrown@duluthtransit.com.
Return one copy of the Bid with Descriptive Literature

BID GUARANTEE REQUIREMENTS: Not Required.

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

1. All-inclusive price to supply and deliver a minimum of seven and a maximum of twenty bus shelters in accordance with the terms and conditions herein:

\$_____ each

Option 1:

All-inclusive price to supply and deliver up to twenty solar light kits in accordance with the terms and conditions herein:

\$_____ each

Firm Name:_____

Mailing Address:_____

Addendum Acknowledgment
Number Date Recd

CITY STATE ZIP CODE

By: _____
(PRINT NAME) TITLE

PHONE NO. _____

Signature _____

Date: _____

**Duluth Transit Authority
Bus Shelter Replacements**

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1. Proof of Responsibility Statement

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

Statement of Bidder Qualifications and Responsibility

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

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

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

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

**Duluth Transit Authority
Bus Shelter Replacements**

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

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

Warranty:

The Contractor,

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

Signed:

Title _____

**Duluth Transit Authority
Bus Shelter Replacements**

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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 _____

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3. Subcontractors and Suppliers Listing

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

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

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

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

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

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

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

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

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

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

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

Signed: _____

Firm Name: _____

Duluth Transit Authority
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Section 5

REQUIRED CERTIFICATES

**A. AFFIDAVIT OF NONCOLUSION
Certificate**

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

1. 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 or proposing corporation, have authority to sign on its behalf (if the bidder is a corporation);
1. That the attached bids or proposals 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;
3. That the contents of the bids or proposals 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 bids or proposals, and will not be communicated to any such person prior to the official opening of the bids or proposals; and
4. 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
Bus Shelter Replacements

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CERTIFICATE C. **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
Bus Shelter Replacements**

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Certificate D. COMPLIANCE WITH SPECIFICATIONS

The proposer 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 _____

**Duluth Transit Authority
Bus Shelter Replacements**

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Certificate E Code of Ethics, 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 _____

TECHNICAL SPECIFICATIONS

FOR

Bus Shelter Replacements

November 18, 2019

**Duluth Transit Authority
Bus Shelter Replacements**

041-19-0019.1

Section 6 TECHNICAL SPECIFICATIONS

The Duluth Transit Authority is requesting bids for the fabrication and delivery of a minimum of seven (7) and a maximum of twenty (20) cantilevered style transit waiting shelters for delivery in 2020.

General:

The work specified includes the design, fabrication and delivery of cantilevered style transit waiting shelters including wall frame, roof and glazing panels (1/4 inch tempered glass), all required accessories, instructions, and hardware for installation. Shelters shall be architecturally designed and structurally engineered. Shelters shall be designed to be stable without windows; roof, fascia or ground fasteners installed. Shelters shall be vandal-resistant, maintenance-free and completely weatherproof. Shelters shall be prefabricated in four pre-glazed caulked and gasketed wall and roof sections and shipped to the Duluth Transit Authority for on-site assembly. Shipping costs and any sales taxes are the responsibility of the Bidder.

Shelter Style

The style is called Duluth Victorian. It will be a cantilevered style shelter, black in color, with a forest green ribbed aluminum roof and no circular arc trim. An example picture is attached, but the shelters to be ordered will not include the circular arc trim or the vertical trim on the lower the lower part of the shelter. Contractor shall submit pictures and technical specifications for the proposed shelters.

Design, Dimensions:

The design for all the shelters shall be four panels back with one panel located on each side. Panels will be split into two sections horizontally. The shelter size shall be no larger than 9-feet 2-inches long by 5-feet 3-inches wide by 7-feet 6-inches in height, measured from outside of fascia to outside of fascia.

Standards

All aluminum shall conform to the standards of the Aluminum Association. Shelter construction shall conform to the standards of ASCE. Shelters shall be designed to withstand minimum dead loads of 40 per sq. ft. and minimum wind load of 75 mph.

Construction

Shelters shall be constructed of modular interchangeable components. All structural framing member and mullions shall be 1-piece seamless extruded aluminum tubes of at least 6061T6 alloy. SNAP TOGETHER OR 2-PIECE TUBES WILL NOT BE ACCEPTED. Window frames, facias and roof hold downs shall be multifunction extrusions of 6063T52 or T6 alloy. Window frames and facias shall permit use of various interchangeable glazing and roofing materials. Framing member connections shall be concealed utilizing 2 1/4-inch by 2 1/4-inch

**Duluth Transit Authority
Bus Shelter Replacements**

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by 1/4-inch or 2 1/4-inch by 1 1/4-inch by 1/4-inch thick aluminum ~~W~~+channels with integral weep system and tapered edges. Main structural joints shall be fastened with (2) Hi-Strength 1/4-inch Stainless Steel Bolts with washers, lock washers and nuts and 1/4-inch structural aluminum drive rivets. SELF-TAPPING CONNECTORS WILL NOT BE ACCEPTED. Shelter base connections shall be adjustable to varying mounting conditions with a choice of internal or external flange details. Finish of external flanges shall match shelter finish. All joints shall be neat and clean and all edges free of burrs.

Framing Members

All main structural framing, both vertical and horizontal, shall be the same size, a minimum of 2-1/2-inch by 2-1/2-inch by .125-inch thick. Mullions shall be 1-1/2-inch by 2-1/2-inch x .125-inch thick rectangular aluminum tubes.

Window Framing

Window frames shall be "F" shaped extruded sections with integral alignment lip with beveled edge and screw boss or corner key slot. All corners shall be mitered and fastened internally with concealed stainless steel screws. Each window frame unit, with window, shall be "independent" of the structural frame. Tamper-proof 3/16-inch shallow head aluminum rivets (finished to match shelter) shall be used to fasten window frames to structural frame at approximately 13-1/4-inch o.c. Window frames shall permit glazing to be engaged up to 3/4-inch to prevent "pop out".

Finishes

All aluminum framing shall have a clear anodized finish. All fascia members shall have a black finish on the Victorian. All finishes to conform to the standards of the Aluminum Company of America.

Glazing

Glazing shall be 1/4-inch tempered glass. All glazing shall be gasketed with continuous extruded PVC dry set splines.

Roof

All fascia shall be one-piece, 6-inches high (minimum) extruded aluminum members with mitered corners, self-alignment lips, double corner-key slots, integral gutter with hidden drainage reveal and drip molding. Top edge shall be rounded for safety. FASCIA MEMBERS SHALL HAVE NO EXPOSED FASTENINGS. Each connection between fascia members shall be with two (2), 1/4-inch thick aluminum angle corner keys and four (4) threaded, stainless steel allen-head set screws.

No advertising panels will be included with any of the shelters and all shelters will include interior benches.

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Solar Powered Shelter Light Kit

Included in the Bid shall be an option to purchase up to twenty (20) solar light kits for the shelters. The light kit shall include a quick charge (six to eight hours of sunlight) lithium battery (12 VDC, 25,000 MAH minimum) pack built into the solar panel.

A photocell will be used to provide dusk to dawn light.

Lights must meet OSHA requirements and be waterproof.

The LED light must provide at least 22 lumens at seven feet from the light source.

An IC controller with a minimum 3 year warranty must be included.

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Example shelter, please do not include the decorative arches or the vertical dividers at the bottom.

