

Duluth Transit Authority

REQUEST for BIDS

FOR

Cellular Router and Ticket Validator Installations

January 11, 2021

Duluth Transit Authority

2402 W. Michigan St - Duluth, MN 55806

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

email: nbrown@duluthtransit.com

**Duluth Transit Authority
Cellular Router and Ticket Validator Installations**

041-20-5339.3

**Duluth Transit Authority
Request for Bids
Cellular Router and Ticket Validator Installations**

The Duluth Transit Authority (DTA) hereby requests bids to install DTA-supplied cellular mobile routers and electronic ticket validators in DTA transit buses.

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 Tuesday, January 26, 2021**.

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.

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Section 1 **General Conditions**

A **REQUEST FOR Bids**

- 1) The DTA is requesting Bids to install DTA-supplied cellular mobile routers and electronic ticket validators in up to 77 DTA transit buses. The equipment serves as communication links for farebox and electronic ticketing communications. No programming is included in the scope of work.
- 2) Bids shall be on the proposed rates and costs per unit under the requirements and conditions set forth herein.
- 3) Proposed prices shall be good for 90 days after the Bid due date.
- 4) The DTA shall not be under any obligation for payment of 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 Bidder prior to the date of award.
- 5) Bids are due at **2:00 p.m. on Tuesday, January 26, 2021** via email to nbrown@duluthtransit.com or delivered to the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- 6) The DTA will hold a **prebid conference** at **10:00 a.m. on Tuesday, January 18, 2021** via conference call. Please contact nbrown@duluthtransit.com or 218-623-4329 for call-in information. Attendance is not mandatory, but strongly encouraged. Parties who wish to tour the worksite must make an appointment. Masks and high visibility vests are required while on DTA property.
- 7) The DTA intends to award the contract to the responsible Bidder as early as January 28, 2021.
- 8) This project is paid for in part by a grant from the Federal Transit Administration, under the CFDA Number 20.526.
- 9) Throughout these specifications the words ~~%equipment+~~, ~~%materials+~~, and ~~%work+~~ can be interpreted as interchangeable.
- 10) All inquiries and other correspondence relating to this RFB shall be with the Procurement Manager and addressed to: Procurement Manger, Duluth Transit Authority, 2402 West Michigan St., Duluth, MN 55806, or emailed to nbrown@duluthtransit.com.
- 11) The DTA will make the award to the responsible Bidder whose Bid is most advantageous to the DTA.
- 12) 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 Bidder in both written and numerical form, the written representation shall govern in the event of an inconsistency.
- 13) Bids shall not stipulate any condition not contained in the specifications and other documents submitted for review.
- 14) Each Bid and all papers bound and attached thereto, shall be placed and securely sealed in an envelope marked **"Cellular Router and Electronic Ticketing Installations"** 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. 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.
- 15) No bonds are required for this project.
- 16) 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 Bidder 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.

- 17) Protests of this procurement will only be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of the work. Protest instructions can be found at the Duluth Transit Authority website, www.duluthtransit.com.
- 18) The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.
- 19) The Respondent shall disclose all subcontractors and their involvement in the project at the time of submittal. The Contractor shall insert the required Federal and State provisions in every subcontract.
- 20) 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 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.
- 21) In accordance with Minnesota §181.59, ~~NO~~ DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR PROHIBITED IN CONTRACT+ The Contractor hereby agrees to, and shall cause the following to be inserted in every subcontract:
 - (1) that, in the hiring of common or skilled labor for the performance of any work under any contract or 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.

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 if 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.

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/Offeree is in compliance with the requirements stated herein. In assessing compliance, the Duluth Transit Authority may consider during its review of the Bidder/Offeree's submission package, the Bidder/Offeree/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.

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

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 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.

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.

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)

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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.

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.

12) Notice of Legal Agreement or Litigation

During the performance of this contract, the contractor agrees as follows:

Contractor shall promptly notify the Duluth Transit Authority of any current or prospective legal matter that may affect the Duluth Transit Authority or the Federal Government. Legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Duluth Transit Authority or the Federal Government as a party to litigation or any legal agreement in any forum for any reason.

This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Contractor is subject to this Agreement between the Contractor and the Duluth Transit Authority or the Federal Transit Administration, or an agreement involving a principal, officer, employee, agent or subcontractor of the Contractor. Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer to information without delay and without change.

The Contractor agrees to include the above clause 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.

Section 3. Contract (example for bidding purposes)

This Contract, made this ____ day of ____, 2021, 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; Request for Bids (Procurement # 041-20-5339.3) dated January 11, 2021, including the General Conditions, Technical Specifications and Drawings; prevailing wage schedules, all addenda issued prior to and all modifications issued after execution of the Contract; the executed Bid form; 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 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall begin no later than thirty (30) days after ~~%notice to proceed+~~from the DTA and completed no later than February 28, 2021 unless terminated earlier as set forth 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. Payment for Contractor's services may be withheld 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 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.

ARTICLE 6 INVOICES

All invoices shall include supporting documentation of the quantities and details to the DTA 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 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 8 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 9 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 the 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 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.
- 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 10 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, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- e. **Minnesota Government Data Practices Act**
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 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 11 INDEPENDENT CONTRACTOR

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 12 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 13 SUBCONTRACTING AND ASSIGNMENTS

Contractors shall not subcontract or assign this Contract or any portion thereof without the prior written approval of the DTA General Manager.

ARTICLE 14 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.

Designation for DTA

Jim Caywood, Director of Maintenance
Aleda Johnson, Director of I.T.

Designation for Contractor

ARTICLE 15 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 16 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 the court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

ARTICLE 17 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 18 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 19 NO THIRD PARTY RIGHTS

This Contract is to be construed and understood solely as an agreement between the DTA 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 Contract or of any of the terms and conditions hereof, which, as between the DTA, may be waived at any time by mutual agreement.

ARTICLE 20 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 21 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in ~~portable document format~~+(%.pdf+) or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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

By: Duluth Transit Authority

By:

General Manager

Title: _____

**Duluth Transit Authority
Cellular Router and Ticket Validator Installations**

041-20-5339.3

Section 4 Formal Bid Form %Cellular Router and Ticket Validator Installations+

NOTE: All Bids must be written, signed and transmitted in a sealed envelope, plainly marked with subject matter and opening date, or emailed in a pdf attachment to nbrown@duluthtransit.com.

No bonds are required for this project.

Base Bid: Price per unit for installation of Cellular Routers and Ticket Validators for up to 77 heavy duty transit buses in accordance with the specifications herein:

\$_____ each

Please provide names and contact information of three references with the Bid.

Firm Name:_____

Mailing Address:_____

CITY

STATE

ZIP CODE

Addendum Acknowledgment
Number Date Recd

By: _____
(PRINT NAME) TITLE PHONE NO.

Signature

Date:_____

Email

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

1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA?

No _____ Yes _____ (If yes, please provide a copy of the registration.)

2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

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

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

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

Signed this ____ day of _____, 20____:

Title _____

3.2

Subcontractors and Suppliers Listing

List each subcontractor and/or supplier included in the Bid. 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: _____

Section 5 Required Certificates

Certificate A

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\$ Authorized Official

_____ Name and Title of Contractor\$ Authorized Official

_____ Date

Certificate B. 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

Certificate C. 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

Certificate D

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 _____

Certificate E: Notice of Legal Agreement or Litigation

During the performance of this contract, the contractor agrees as follows:

Contractor shall promptly notify the Duluth Transit Authority of any current or prospective legal matter that may affect the Duluth Transit Authority or the Federal Government. Legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Duluth Transit Authority or the Federal Government as a party to litigation or any legal agreement in any forum for any reason.

This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Contractor is subject to this Agreement between the Contractor and the Duluth Transit Authority or the Federal Transit Administration, or an agreement involving a principal, officer, employee, agent or subcontractor of the Contractor. Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, ~~promptly~~ means to refer to information without delay and without change.

The Contractor agrees to include the above clause 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.

SIGNED _____

FIRM NAME _____

SECTION 6. SPECIAL/TECHNICAL SPECIFICATIONS FOR CELLULAR ROUTERS AND ELECTRONIC TICKET VALIDATOR INSTALLATIONS

A. BACKGROUND AND GENERAL SPECIFICATIONS

1. The Duluth Transit Authority (DTA) is seeking Bids from qualified vendors to install DTA-provided cellular mobile routers, mounting stanchions and electronic ticket validators in up to 77 DTA transit buses.
2. DTA staff will move buses as needed. Contractors shall provide all labor and tools to install the equipment. Secure indoor storage is available for Contractor's tools. Tools needed include impact drills, screw drivers, caulk guns, etc.
3. The DTA estimates that each bus will require 2 people approximately 4 hours each to complete. Vehicles can be provided Monday through Sunday. All work will be completed at the DTA Operations Center, 2402 West Michigan Street, Duluth, MN 55806. Up to two bus bays will be provided for installation work on the bus on any given day.
4. Scaffolding is required for all work on the roof of the buses to install the antenna for the modem. (No antenna is required for the validator.) Contractor will be responsible to supply and set up scaffolding. Removal of scaffolding is a condition of final payment. Cost of the scaffolding will be the Contractor's responsibility.
5. Contractor's personnel must wear a mask and high visibility vest to and from the buses, to restrooms or in common areas of the building, but are not required to wear a mask while completing the work inside the individual buses. High visibility vests are required at all times.
6. All work must be staged and coordinated with the DTA Project manager to minimize disruptions to the DTA operations. The DTA Project Managers for this project are Jim Caywood, Director of Maintenance and IT Director, Aleda Johnson. DTA staff will assist with and provide oversight of the installation of the equipment on the first few buses to ensure proper fit and technique.
7. A prebid meeting will be held at the DTA Operations Center, 2402 West Michigan Street, Duluth, MN 55806 at 9:00 a.m. Central Standard Time on Tuesday, January 19, 2021. Attendance is not mandatory, but strongly encouraged. Visitors are required to wear a mask and high visibility vest while on DTA property. For those attendees who are not able to attend the meeting, contact 218-623-4329 for call-in instructions.
8. Experience with equipment installations on transit buses is preferred, but not required. Contractor must provide three references along with their Bid submission.
9. Installation for the modems and validators shall be between the dates of March 15, 2021 and March 31, 2021, unless agreed to in writing by the DTA Procurement Manager.
10. By submitting a Bid, the Bidder represents that it has thoroughly examined and become familiar with the work described and understands the nature and location of the work and all other matters that can affect the work.
11. The Contractor shall provide a competent and sufficient supervisory work force as may be necessary to properly maintain efficient performance of the work at all times. Supervision shall have full authority to represent the Contractor in making decisions and executing the work in a first class, workmanlike manner.

12. Change Orders. Any change to the signed Contract must be approved by the DTA Project Manager and the DTA Procurement Manager, in writing, prior to the commencement of the change. All changes, amendments, additions or deletions to the original Contract must be described in the Change Order, with necessary increase or decrease in Contract price indicated with a breakdown of labor, materials, overhead and profit, for the DTA to conduct a cost analysis. These changes will include applicable project extension time requests.

13. Prior to the start of work, Contractor shall participate in a mandatory preinstallation meeting with the DTA Project Manager and designated personnel to establish project timelines, access requirements, staging and other details of the project.

14. Contractor shall at all times keep the work site clean and free from waste materials, trash or rubbish. All materials that are removed and replaced shall be properly disposed of at least daily in designated DTA receptacles

B. ROUTER INSTALLATION

1. Twenty seven buses, model years 2018 and 2020, currently have Sierra Wireless MP 70 cellular routers installed. These routers will be removed and replaced. All existing cabling will remain. Note, the existing MP 90 is significantly larger than the MP 70 router, so relocation in the communications cabinet may be required.

2. Existing routers will be retained by the DTA.

3. The antenna for the buses that already have routers will be changed, but the cables will be reused. New antennas and cabling must be installed on the 50 buses without an existing router.

4. For the 50 buses that do not have routers, new routers are to be mounted in accordance with manufacturer's instructions in the communication cabinet located behind the driver's seat.

5. Attached is a template from the manufacturer for installation that includes location of the bolts and brackets to secure the modem. The DTA will provide all brackets, attachments, washers and other parts to attach the modems to the buses. All equipment is onsite at the DTA Operations Center.

6. Cables for routers will be hot, ground and ignition. For the existing modems, an adapter must be spliced onto the cable; no splicing will be required on the buses without modems. DTA will supply the adapters for splicing.

7. Please see the attached Sierra Wireless MG 90 installation guide for detailed installation instructions. Please disregard the instructions regarding start up and programming, no programming is included in this scope of work.

C. VALIDATOR INSTALLATION

1. Contractor shall install a metal stanchion inside the entry door to mount the validator and associated wiring on all 77 DTA buses. All stanchions, mounting brackets and associated hardware will be supplied by the DTA.

2. Stanchions will be attached to the dash near the farebox stanchion and to the dash using a DTA-supplied bracket. The flange base of the mounting rail will be attached with 4 self-tapping screws through the existing holes. Stanchion placement and attachments will be approved by the DTA Project Manager prior to installation in the first bus.

**Duluth Transit Authority
Cellular Router and Ticket Validator Installations**

041-20-5339.3

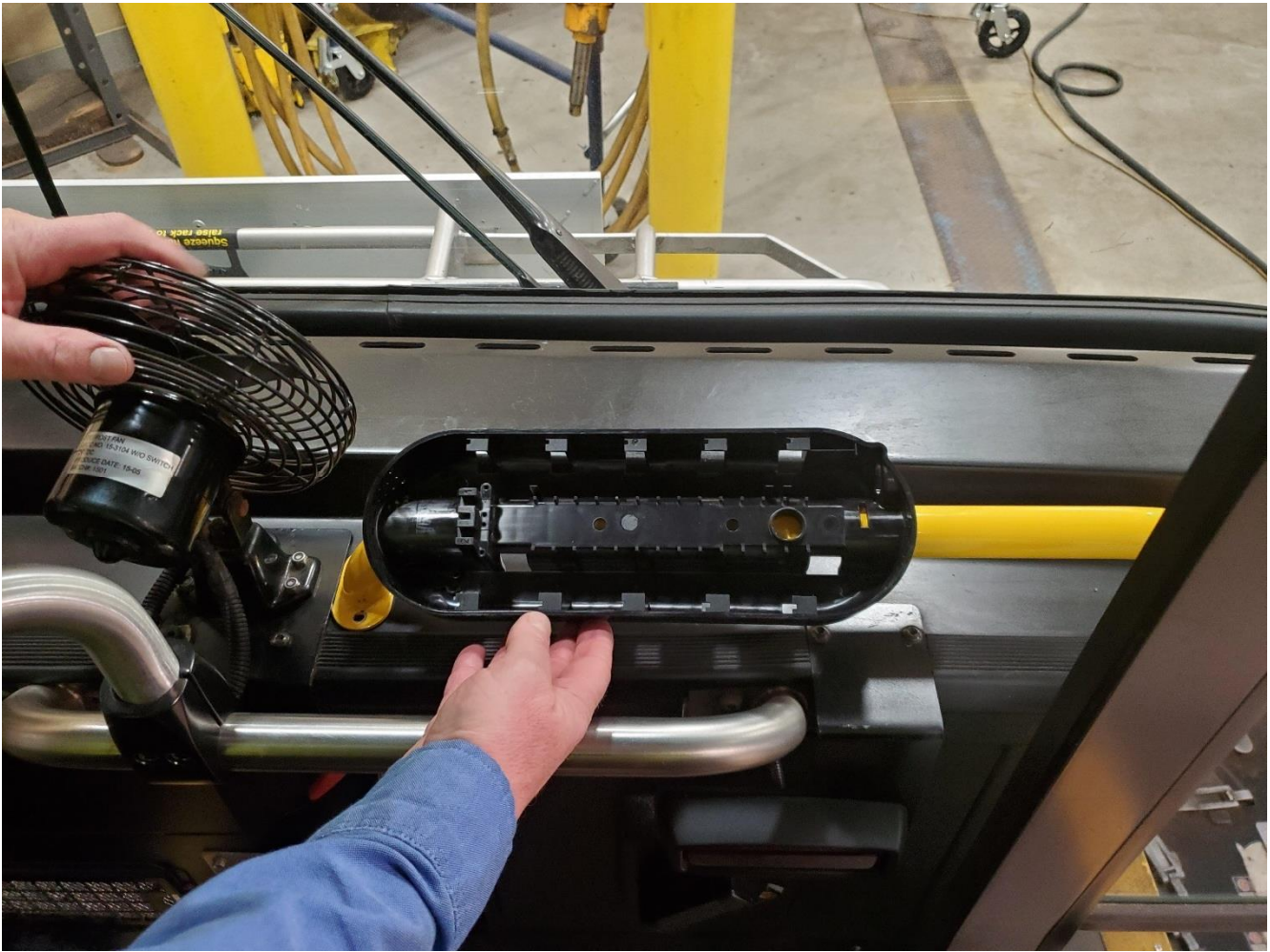
3. An electronic ticket validator manufactured by Masabi must be installed on the stanchion. The validator will also require cabling for a hot, ground and ignition connection to the bus. Contractor will install the stanchions, which will be supplied by the DTA. A separate antenna must be mounted for the validator in accordance with the Manufacturer's directions.
4. Contractor will install the DTA-supplied SIM card in the validator prior to installation in accordance with the manufacturer's directions.
5. See the attached Masabi JRV Installation Guide for details on installing the validators. Upon completion of the equipment, DTA staff will confirm that all equipment is operational, no programming is required of the Contractor. Equipment that is not operational due to incorrect installation must be repaired by the Contractor at Contractor's expense.
6. Attached are pictures of the communications cabinet on the DTA buses, as well as pictures of the stanchions and validators to be installed.

**Duluth Transit Authority
Cellular Router and Ticket Validator Installations**

041-20-5339.3

Exhibit A
Picture of Installed Validator.





View of the placement of the stanchions on the dash. It will require screws on each end of the bracket. The interior of the validator has preset holes for mounting. Pre-drilling into the stanchion will be necessary to prevent the validator housing from cracking.



The IT cabinet located behind the driver's seat. This bus does not have the existing modem.

**Duluth Transit Authority
Cellular Router and Ticket Validator Installations**

041-20-5339.3



Antenna for the modem will be mounted on the roof the bus.