



**Duluth Transit Authority  
REQUEST FOR QUOTES  
Cargo Van**

FROM: Duluth Transit Authority  
2402 West Michigan Street  
Duluth, MN 55806

DATE: October 17, 2022

PROJECT: Cargo Van Replacement

You are invited to submit Bids to supply and deliver a light duty cargo van for the Duluth Transit Authority, 2402 West Michigan Street, Duluth, MN, 55806.

Bids will be received until **Wednesday, November 2, 2022, at 1:00 pm.**

***Bidding Information:***

1. The DTA is seeking bids for a light duty cargo van to transport tools and materials for DTA bus shelter maintenance and other maintenance uses. The van must be new, a minimum of  $\frac{3}{4}$  ton capacity, all-wheel drive utility vehicle with a heavy-duty suspension package and towing capacity suitable for use in a commercial setting.
2. The attached Bid form must be signed by an authorized employee of the organization/company.
3. In submitting a Bid, Bidders, agrees that acceptance of any or all Bids within a thirty (30) day period constitutes a contract.
4. The FTA is or will be providing federal assistance for this project; the Assistance Listing #20.507.
6. When accepted by and signed on behalf of Organization/Company, this pricing form and all relevant portions of the selected Vendor Bid, including any amendments thereto; the Bidder's representations and certifications submitted as part of its Bid; and any other relevant materials submitted by the Bidder as part of, or subsequent to submittal of its Bid shall form a binding contract between Duluth Transit Authority and the Bidder for a commercial grade cargo van as specified therein.
7. Questions regarding this Request for Bids may be directed to [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) or 218-623-0329.
8. 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.
9. The DTA reserves the right to accept or reject any and/or all Bids in the interest of the Authority.

10. Contractor shall review the DTA's Vendor Code of Ethics, Organizational Conflict of Interest, and protest procedures on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com).
11. All expenses for responding to this RFB shall be borne by the Bidder.
12. Bids are to be submitted to [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) or to the Duluth Transit Authority Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806, on or before the due date and time herein. Time means local time in Duluth, Minnesota. Bids received after the due date and time will not be considered.
13. Taxes. The DTA is exempt from payment of Federal excise tax, transportation tax, Minnesota state sales tax and City of Duluth sales tax for services. Contractor shall include all applicable sales or use taxes in the Bid price as required under MN Department of Revenue guidelines and MN Statute 297A.61, subd.58.
14. Contractor may not subcontract or assign this Contract or any portion thereof without the prior written approval of the DTA General Manager.

## **SECTION 2. TECHNICAL/SPECIAL SPECIFICATIONS FOR CARGO VAN**

1. The vehicle shall be a model year 2022 or 2023 in standard production and of which parts and warranty service is available at one or more points within 50-miles of Duluth, MN. The van must be new, a minimum of  $\frac{3}{4}$  ton capacity, all-wheel drive utility vehicle with a heavy-duty suspension package.
2. The DTA reserves the right to inspect any and all vehicles and equipment being furnished by the successful Respondent as a result of this Contract and reserves the right to reject all material and workmanship that does not conform to the Specifications or accepted practices. The inspection(s) may take place prior to or after the award of a contract, at the vehicle manufacturer's primary place of business, the vendor's primary place of business, the receiving agency's primary place of business, or at a site mutually agreeable to the Vendor and the DTA. For all vehicles, the Vendor shall submit to the DTA a production schedule and a projected delivery schedule of the completed vehicle as soon as possible after receipt of Notice to Proceed from the DTA
3. Delivery of the vehicles shall be made within ninety (90) calendar days after receipt of Notice to Proceed from the DTA. Sooner is preferred.
4. The Vendor will be required to fully demonstrate the use of the vehicle and related equipment upon delivery, along with a review of the appropriate warranties. The Vendor must contact the DTA Project Manager at least one (1) week in advance of vehicle delivery to set a tentative delivery time. Delivery shall be made during normal DTA office hours.
5. Warranty Work. All normal warranty work on chassis and chassis manufacturer's factory installed equipment shall be accomplished within fifty (50) miles of the DTA's home office, unless otherwise approved by the DTA Director of Maintenance. If major or complicated warranty work is required and the location to perform such work is outside the distance limitations required for normal warranty work, the Vendor shall pay all costs of transporting the vehicle to and from the DTA Operating Center.
6. It is acknowledged that the vehicle and associated on-board equipment warranty responsibility may be divided among more than one entity. However, if, after the authorized

factory service representative for a particular item has been contacted and satisfactory warranty repair cannot be obtained, it shall be the Vendor's responsibility to act as a liaison for the DTA in obtaining warranty repair to ensure the vehicle is placed in operable condition without unnecessary delay.

7. The Bidder will include with its Bid a summary of the proposed vehicle, including all technical specifications, warranty provisions and anticipated delivery time. Links to websites are not acceptable. Omission of this information could disqualify the Bid as non-responsive.

## **B. TECHNICAL SPECIFICATIONS**

1. The base vehicle for modification shall be an all-wheel drive, 3/4-ton or larger cargo van with no windows in the cargo area.

2. The minimum cargo area is 8 feet in length, a minimum of 6-feet in height and a minimum of 5-feet 6 inches in roof height. A low floor height of less than 24 inches is preferred to enable easy loading and unloading of tools and equipment.

3. Dual rear doors and one side door is required. A single sliding side door is acceptable.

4. Any modifications or alterations to the OEM systems by the Proposing companies must be covered under warranty and match the original OEM warranty coverage. This includes all emissions and exhaust systems. All modifications must include schematics and drawings to be provided to the DTA upon Proposal submittal.

5. The entire underside of the body, including floor members, side panels below floor level (if metal) and fender wells shall be undercoated at the time of manufacture, with a nonflammable resin type polyoleum coating. All openings in the floorboards and firewall shall be sealed. All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent that conforms to ASTM C920. The vehicle shall have a rust inhibiting coating, including all welded areas. An epoxy primer base and an undercoating that complies with Federal and State flammability standards are approved.

6. Transmission shall be a minimum of a six-speed automatic transmission, including overdrive. Transmission shall be capable of transmitting the torque and horsepower listed on the engine and have an integrated transmission oil cooler.

7. Tilt Wheel/Power Steering: Vehicle shall be equipped with power steering and a tilt steering column. The steering column shall be adjustable for various up and down positions. Steering gear shall be a full hydraulic assist type.

8. Chassis. GVWR 6,000 minimum

9. Accessories. All safety items and air pollution controls required by statute or regulation in effect at the time the vehicle is produced, dual sunshades, horn, prismatic type day/night mirror, parking brake with warning light, factory tinted glass in all windows and all other accessories or optional items which may be shown in the Proposal shall be installed in each vehicle. In addition, four (4) sets of keys shall be provided with the vehicle.

10. Air Bags. Driver side shall be equipped with Generation II air bags that meet all DOT safety requirements.
11. Air Conditioner.
  - The air conditioning system shall be factory installed and shall be designed to adequately cool the interior of the vehicle with a full load of passengers.
  - The system shall consist of one evaporator installed in the front area with integral dash outlets and with rear outlet designed to direct air throughout the vehicle.
  - Evaporator shall be equipped with multi-speed fan. On/Off switches and fan controls shall be within easy reach of the driver.
  - The vehicle electrical system shall be designed so that an ample electrical supply will be provided to maintain optimum air conditioning performance without battery discharge.
  - All lines and hoses shall be sufficiently fastened, protected and insulated to ensure against wear from friction and the elements.
  - The lines must be mechanically attached with OEM clamps to the vehicle structure at no greater than 18-inch intervals and must be routed so as not to be exposed to wheel spray and not pass within two-inches of any part of the exhaust system.
12. Alternator. The alternator shall be a 12-volt, 155 amp minimum, or OEM maximum.
13. Alignment. The Vehicle shall have a four-wheel alignment at the final point of inspection just prior to delivery.
14. Back up warning device. The vehicle will be outfitted with an audible warning device that is activated when the vehicle transmission is engaged in reverse as the vehicle is being backed. This device should be located behind the rear axle of the vehicle and all wires should be enclosed and secured.
15. Dual Batteries. A heavy duty, minimum 750 CCA 12-volt maintenance free batteries shall be included, or OEM maximum. The location and installation of the battery shall ensure easy access for replacement and maintenance.
16. Brakes. 4-wheel disc brakes are required. The vehicle must include Anti-Lock brakes, stability control, traction control, dynamic rear proportioning system. The automatic transmission cannot be shifted out of park unless the brake pedal is depressed. Warning lights are required for ABS and brake malfunction are required. Brake system shall include a low brake fluid warning system provided by the chassis manufacturer.
17. Bumpers. Front and rear OEM bumpers shall be included and shall be mounted for proper ground clearance.
18. Cruise Control. The vehicle shall be equipped with OEM speed/cruise control.
19. Doors and windows. Fit and finish standards must include that the doors and interior panels shall be painted or otherwise finished with a non-glare finish in order to match the other interior panels. Passenger windows that open must lower completely into the door panel.

20. Exterior Outlet. Vehicles shall be equipped with a 110v/440W outlet. Vendor shall specify the location of the outlet at the time of submittal.
21. Fuel Tank Capacity. Vehicle shall be equipped with the largest fuel tank available from the manufacturer. Tank, fuel lines and hardware must meet all current FVMSS, including FMVSS 301, as well as all current EPA requirements. Fuel level remaining in tank shall be calibrated with the OEM dash fuel gauge.
22. Engine. The DTA will accept a gas or a diesel engine, a 6-cylinder engine, properly sized for the vehicle, have electronic fuel injection and shall include: oil filter, air cleaner and heavy-duty radiator capable of providing sufficient cooling capacity for the operation of all air conditioning equipment.
- Engine cooling system shall be protected with permanent type antifreeze to minus 20 degrees Fahrenheit.
  - Coolant shall meet or exceed manufacturer's specification.
  - A permanent label listing protection level shall be supplied and riveted or screwed to the vehicle in close proximity to the radiator.
  - An engine warning light with indicated oil pressure below 6 psi and with a light to indicate water temperature above 210 degrees Fahrenheit.
  - Engine shall meet the latest applicable emission control standards.
  - System shall be CARB and EPA certified, OBDII compliant and fully integrated into the OEM powertrain control system. No additional control module will be accepted.
  - Closed loop fuel control.
  - Sequential fuel injection.
  - Optimizing ignition timing.
  - Must maintain original fault codes (DTCs).
  - Diagnostics accessed through DLC using original scan tool or any generic OBD-II scanner.
23. Hazard Flasher. Vehicle shall be equipped with OEM hazard flasher switch.
24. Gauges. Fuel, water temperature, oil pressure, Voltmeter, speedometer, odometer and tachometer are required. Oil pressure and Voltmeter lights are accepted as an approved equal, but the DTA prefers a gauge if available.
25. Horn. A standard OEM horn is required.
26. Heater. A heavy-duty heater capable of providing a fully conditioned interior is required.
- Shall be factory installed hot water type, of sufficient capacity to warm cabin area and clear windows of snow, ice and fog.
  - The water lines for the heater coil may be housed within the conduit used for the air conditioning refrigerant lines.
  - All lines and hoses shall be sufficiently fastened, protected and insulated to ensure against wear from friction and the elements.
  - The lines must be mechanically attached with OEM clamps, to the vehicle structure at no greater than 18-inch intervals and must be routed so as not to be exposed to wheel spray and not pass within two inches of any part of the exhaust system.
27. Keys. Four sets of keys are required.

28. Lamps. The vehicle shall be equipped with automatic daytime running lamps.
29. Lights. The vehicle will be equipped with amber clearance lights on the cab, and one amber strobe light in the center roof of the cab.
30. Exterior mirror. Exterior mirrors shall be power adjustable, and manual folding.
31. Heavy duty shocks and all-terrain tires.
32. Tow package. The vehicles shall be equipped with a tow package for towing small equipment trailers. Included are suspension upgrades and tow command with integrated trailer brake control.
33. Radiator. The radiator shall be a heavy duty, factory installed coolant recovery system. The vehicle's cooling system shall be winterized with ethylene glycol for temperatures to 20 degrees below zero Fahrenheit.
34. Driver's seat. The driver's seat shall be a commercial quality, minimum of 6-way adjustable seat with a seatbelt and shall comply with FMVSS burn resistance requirements.
35. Seat belts. Passenger restraints shall be furnished for all passenger seating positions. Restraints shall consist of lap belts and shoulder seat belts, shall comply with all FMVSS requirements, and shall be of sufficient length for adults.
36. Splash Guards. Vehicles shall be equipped with front and rear splash guards.
37. Steps. Vehicles must be equipped with cab steps on the driver and passenger side.
38. Upfitter switches. Vehicles shall include six (6) upfitter switches.
39. Vehicle colors. The exterior shall be white, the interior shall be a gray leatherette seating fabric or color that is easily washable and durable. All signs required by state and federal law shall be affixed to each vehicle exterior and interior.
40. Warranty. Minimum warranty requirements are:
  - Bumper to bumper warranty, 3 years or 36,000 miles
  - 5-year or 75,000-mile manufacturer's powertrain warranty
  - Emissions warranty as mandated by federal and state regulations
  - These warranties shall begin on the date that the vehicle delivery is accepted by the DTAThe DTA is also requesting prices and details of any extended warranty that may be available. Adding an extended warranty will be solely at the DTA's discretion.
41. Wheels and tires. Tire size must be compatible with the vehicle.
  - Tires shall be steel-belted radial all season tires.
  - Wheels shall be made of steel
  - One spare tire shall be included.

### **C. Delivery**

1. Length of time until delivery will be a consideration in the award of this contract. Deliveries of longer than 90-days may not be accepted. Bidder will provide an estimated timeline of the number of days the selected vehicle will be delivered after Notice to Proceed from the DTA.

2. Vehicles will not be considered delivered if they have arrived in a condition that does not meet the proposal specifications and ordered options. Payments for the vehicle(s) will not be made until the vehicle(s) has passed delivery inspection by the DTA, which will be completed no less than fourteen (14) days after arrival. Prior to acceptance by the DTA, the Contractor shall service and adjust the vehicle in preparation for use. This process will include, but not be limited to:

- All accessories properly adjusted
- Electrical systems, brake and suspension systems inspected
- A four-wheel alignment completed in compliance with manufacturer's specifications
- Battery fully charged
- All lubricants at OEM recommended levels
- Cooling system checked
- Exterior and interior cleaned and washed
- A sixty-day temporary tag must be delivered for each vehicle.

2. The following documents are required at time of delivery:

- a. Certificate of origin
- b. Dealer invoice
- c. Damage disclosure
- d. Operator's manual for vehicle and add-on equipment
- e. Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its sub-systems.
- f. Warranty information for chassis, body and additional equipment.

3. FOB Point and Freight. Delivery and passage of title under this contract shall be as follows:

- a. Delivery will be F.O.B. Destination to Duluth, MN.
- b. Title will pass to the DTA upon delivery.

**Section 3 Bid Form and Certificate, Required Clauses**

NOTE: All Bids must be written, signed and transmitted via email in a .pdf attachment to nbrown@duluthtransit.com. **Return one copy of the Bid with Descriptive Literature of the vehicle.**

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

**Price for one Cargo Van in accordance with the specifications herein, including title and delivery: \$\_\_\_\_\_**

**Extended Warranty: \_\_\_\_\_**

**Days until delivery after award:\_\_\_\_\_**

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

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email (required): \_\_\_\_\_ Date: \_\_\_\_\_



**Certificate A. 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 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.

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

\_\_\_\_\_  
Signature

**Certificate B    COMPLIANCE WITH SPECIFICATIONS**

The Respondent 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 \_\_\_\_\_

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

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

SIGNED \_\_\_\_\_

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

**Certificate D.                    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 4 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 ("DBE's"), 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 DBE's 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 if 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

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.

**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

**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.

## **12. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the DTA on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

### **13. 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.

## **Duluth Transit Authority Request for Bids Cargo Van**

The Duluth Transit Authority hereby requests bids to deliver one Cargo Van to the DTA Operations Center located at 2402 West Michigan Street, Duluth, MN 55806. Specifications are available at the DTA and may be mailed or emailed to prospective contractors. Contract 218-623-4329 or [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) for more information.

Bids will be received until **1:00 p.m.** on **Wednesday, November 2, 2022**.

The DTA affirmatively assures that equal opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, gender, marital status, disability, or age, and encourages participation of small or disadvantaged business enterprises in DTA contracts. The DTA reserves the right to accept or reject any and/or all bids in the best interests of the Authority.