

Duluth Transit Authority

REQUEST for Quotes

FOR

Snow Removal Services

January 10, 2024

Duluth Transit Authority

2402 W. Michigan St · Duluth, MN 55806

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

email: nbrown@duluthtransit.com

**Duluth Transit Authority
Snow Removal Services**

#052-2024-2

**Duluth Transit Authority
Request for Quotes
Snow Removal Services**

The Duluth Transit Authority (“DTA”) hereby requests quotes from qualified firms to provide snow removal and sanding services at the Duluth Transportation Center parking ramp. Specifications are available at the DTA and may be Emailed or mailed to prospective contractors. Contact (218) 623-4329 or nbrown@duluthtransit.com.

Responses must be received no later than **1:00 p.m. on Wednesday, January 24, 2024**.

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

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Section 1 General Conditions

G-1 REQUEST FOR QUOTES

- a) The DTA is requesting Quotes from qualified vendors to provide snow removal service at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802.
- b) Quotes shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein.
- c) Price quoted shall be good for 90 days after the Quote due date.
- d) Respondent shall pay all precontractual expenses, including expenses for preparing or submitting a Quote in response to this request, negotiating with the DTA on any matter related to this Request For Quotes ("RFQ"), and/or other expenses incurred by the Respondent prior to the date of award.
- e) Quotes are due at **1:00 p.m. on Wednesday, January 24, 2024.**
- f) The DTA intends to award the contract to the responsible Respondent as early as January 31, 2024.
- g) Throughout these specifications the words "equipment", "materials", and "work" can be interpreted as interchangeable.
- i) All inquiries and other correspondence relating to this RFQ shall be addressed to: Director of Administration, Duluth Transit Authority, 2402 West Michigan St., Duluth, MN 55806 or via email at nbrown@duluthtransit.com.
- j) Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal".
- k) Requests for approved equals, clarifications of specifications and protest of specifications must be received by the Director of Administration in writing no later than 2:00 p.m. on Wednesday, January 17, 2024. Responses will be posted on the DTA website no later than Thursday, January 18, 2024.
- l) Changes to the specifications will only be made by written addendum. Addenda will be posted on the DTA website at www.duluthtransit.com. It is the Respondent's sole responsibility to obtain all documents available for this procurement.
- m) Quotes must be submitted on the forms attached. All blanks in the form must be completed with ink or typewriter. Quotes containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typed and initialing the correction in ink by the person signing the Quote. In the event any price term is expressed by the Respondent in both written and numerical form, the written representation shall govern in the event of an inconsistency.
- n) Quotes shall not stipulate any condition not contained in the specifications and other documents submitted for review. Each Quote and all papers bound and attached thereto, shall be placed and securely sealed in an envelope marked "**Snow Removal Services**" and mailed or delivered to: Director of Administration, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806, or emailed in a .pdf attachment to nbrown@duluthtransit.com.
- o) Quotes must be received by the deadline. Time means local time in Duluth, Minnesota. Quotes received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Quotes in the best interest of the DTA.
- p) No Quotes may be modified after submission except by written modification physically received by the DTA prior to opening. Modifications must be signed by the person submitting the Quote or accompanied by an explanation as to why it is not and must indicate that it modifies the original Quote.

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- q) A Respondent may withdraw its Quote at any time before the time of the opening only by written notice addressed to the Quote opening marked "Withdrawal of Quote" and received by the DTA prior to the opening of Quotes.
- r) No bid bonds or performance bonds are required for this project. Contractor must be licensed, bonded and insured as required under State of Minnesota regulations.
- s) The price quoted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the work shall be considered included in the Quote although not directly specified or called for in these specifications. No advantage shall be taken by the Respondent in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.
- t) The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.

G-2 SELECTION CRITERIA

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

G-3 CONTRACT FORM AND CHANGES

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

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

- G-4 Indefinite Delivery, Indefinite Quantity.** This is an Indefinite Delivery Indefinite Quantity ("IDIQ") Contract. The quantities of products or services in the Contract are not guaranteed, and are subject to the discretion of the DTA Project Manager or designee.

Delivery of the Work under this Contract shall be performed in accordance with the applicable terms and conditions of this Contract, including any and all attachments incorporated by reference herein and modifications hereto.

There is no limit to the amount of services provided under this Contract, except by order of the DTA Project Manager or designee.

On occasion, the DTA may issue a Task Order for specific work germane to the contract to be done at the DTA's direction. Task Order Work shall be provided in accordance with the applicable terms and conditions of this Contract, including any and all attachments incorporated by reference herein and modifications hereto. The DTA shall not be required to issue a Task Order for routine Work that is the subject of this Contract.

The DTA specifically reserves the right to directly perform the work or any portion of the work covered under this Contract at the discretion of the DTA Project Manager. No compensation will be paid to the Contractor for work not performed by the Contractor or its subcontractors.

G-5 PROTEST PROCEDURES

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

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

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

PROTESTS BEFORE AWARD

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

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

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

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

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

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

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

PROTESTS AFTER AWARD

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

DECISION ON PROTEST

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

Following an adverse decision by the General Manager, the protestor may file a protest with FTA. For details, see FTA Circular 4220.1F, as amended, and 2 C.F.R. Part 200, which states that FTA will only review protests regarding the alleged failure of a grantee (here, the DTA) to have written protest procedures or alleged failure to follow such procedures.

G-6 ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

4. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Administration for review and consideration. This

responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Administration.

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

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

G-7 SUBCONTRACTORS

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

G-8 MINNESOTA NONDISCRIMINATION REQUIREMENTS

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

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

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

G-9 SINGLE RESPONSE

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

SIGNIFICANT DATES OF PROCUREMENT

Item	Date	Time
Date of Release	January 10, 2024	
Request for Clarifications	January 17, 2024	2:00 pm
Response to Clarifications	January 18, 2024	10:00 a.m.
Proposal Opening	January 24, 2024	1:00 pm
Award	January 31, 2024	

Section 2.**FEDERAL TRANSIT ADMINISTRATION****Contract Clauses****A.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.

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

Does not apply to this procurement

A.3 BUS TESTING**49 U.S.C. 5318(E), 49 CFR Part 665**

Does not apply to this procurement

A.4 BUY AMERICA REQUIREMENTS**49 U.S.C. 5323 (J), 49 CFR Part 661**

Does not apply to this procurement

A.5 CARGO PREFERENCE REQUIREMENTS**46 U.S.C. §55.05; 46 C.F.R. Part 381**

Does not apply to this procurement

A.6 CHARTER SERVICE**49 U.S.C.5323(d) and (r); 49 C.F.R. Part 604**

Does not apply to this procurement

A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**49 U.S.C §§7401-7671q; 33 U.S.C §§1251-1387****2 C.F.R. Part 200, Appendix II (G)**

The Contractor agrees:

1. It will not use any violating facilities
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§7401-7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387.)

A.8 CIVIL RIGHTS LAWS AND REGULATIONS**Civil Rights and Equal Opportunity**

The Duluth Transit Authority is an Equal Opportunity Employer. As such, the Duluth Transit Authority agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent

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requirements imposed by Federal laws or regulations, the Duluth Transit Authority agrees to comply with the requirements of 49 U.S.C. §5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment", September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants re employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 *et. Seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.*, and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**A.9 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.

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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.

A.10 EMPLOYEE PROTECTIONS

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

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of

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every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

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

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

A.11 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.

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

Does not apply to this procurement

A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

Executive Order 12549, Executive Order 12689

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;

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- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

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

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

A. 14 LOBBYING RESTRICTIONS

31 U.S.C. 1352, 2 CFR §200.450

2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20

Does not apply to this procurement

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Federal Government Obligation to Third Parties.

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

A.16 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401

Does not apply to this procurement

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

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

Does not apply to this procurement

A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001, 49 C.F.R. part 31

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.

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

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)", 29 C.F.R. part 215

Does not apply to this procurement

A.20 RECYCLED PRODUCTS

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

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.

A.21 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043

Executive Order No. 13513, U.S. DOT Order No. 3902.10

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

A.22 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f), 49 C.F.R. part 605

Does not apply to this procurement

A.23 SEISMIC SAFETY

42 U.S.C. 7701 *et seq.*, 49 C.F.R. part 41

Executive Order (E.O.) 12699

Does not apply to this procurement

A.24 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655

49 C.F.R. part 40

Does not apply to this contract

A.25 TERMINATION

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

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.

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Duluth Transit Authority may terminate this contract for default.

Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Default (Supplies and Service)

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Duluth Transit Authority.

Termination for Convenience or Default (Cost-Type Contracts)

The Duluth Transit Authority may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of the Duluth Transit Authority or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Duluth Transit Authority, or property supplied to the Contractor by the Duluth Transit Authority. If the termination is for default, the Duluth Transit Authority may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Duluth Transit Authority and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Duluth Transit Authority, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Duluth Transit Authority determines that the Contractor has an excusable reason for not performing, the Duluth Transit Authority, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

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A.26 VIOLATION AND BREACH OF CONTRACT
2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)
Does not apply to this procurement

A. 27 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

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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.

A. 29) 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.

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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.

A30) FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

FTA MA(29) February 7, 2022 Sec (G)

The undersigned certifies, to the best of his or her knowledge and belief, that it

- (A) Does not have any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (B) Was not convicted of the felony criminal violation under any federal law within the preceding 24 months.

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

A31) TRAFFICKING IN PERSONS

FTA MA(19) February 7, 2022, Sec (F)

Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. §7104(g) and 2 C.F.R. Part 175

The Contractor will inform the Duluth Transit Authority immediately if any information it receives from any source alleging a violation of the prohibitions listed in this section.

Prohibition:

The Contractor agrees that it, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Contractor's award may not:

- (A) Engage in severe forms of trafficking in persons during the period of time that the Contractor's underlying agreement is in effect;
- (B) Procure a commercial sex act during the period of time that the Contractor's Underlying Agreement is in effect; or
- (C) Use forced labor in the performance of the Contractor's Underlying Agreement or sub agreements.

DULUTH TRANSIT AUTHORITY

CONTRACT EXAMPLE FOR

Snow Removal Services

January 10, 2024

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Section 3. Contract (example)

This Contract made this ____ day of ____, 2024, by and between _____, a _____ (corporation) _____, hereafter referred to as "Contractor", and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as "DTA". The DTA and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of Federal Transit Administration Contract Clauses, this Contract and any amendments thereto; Request for Quotes (Procurement # 052-2024-2) dated January 10, 2024; General, Special and Technical Specifications and Drawings; all addenda and modifications thereto issued prior to the execution of the Contract; the Contractor's executed Quote form including required certificates; all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 THE WORK

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

ARTICLE 3 TERM

This Contract shall be effective upon "notice to proceed" from the DTA, and shall remain in effect until September 30, 2028, unless terminated earlier as provided herein.

The DTA may, at its sole discretion, extend the term of this Contract for a period of two (2) years, from October 1, 2028 through September 30, 2030, upon written notice to the Contractor. If the DTA extends the term of the Contract, all of the terms and conditions of the Contract shall continue unmodified, in full force and effect, except that payment to the Contractor shall be increased as set forth in the Contractor's Quote.

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 Quote dated ____, subject to additions and deductions by Change Orders as provided in the Contract Documents in the amount accepted.

ARTICLE 5 PAYMENTS TO CONTRACTOR

Terms of payment shall be thirty (30) days net from the conclusion of the month for which payment is due, unless a discount for earlier payment is solicited by the DTA and offered by the Contractor. The DTA may withhold payment for Contractor's services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents.

ARTICLE 6 CONTRACTOR CHANGES

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

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ARTICLE 7 INDEMNIFICATION

The Contractor shall defend, indemnify and save the DTA, ATE Management of Duluth SBC, 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 and ATE Management of Duluth SBC, Inc. for claims of liability arising out of the sole negligent or intentional acts or omissions of the DTA or ATE Management of Duluth SBC, Inc., but shall include, but not be limited to, the obligation to defend, indemnify and save harmless the DTA and ATE Management of Duluth SBC, Inc. in all cases where claims of liability against the DTA and ATE Management of Duluth SBC, Inc., arise out of acts or omissions of the DTA and ATE Management of Duluth SBC, Inc. which are derivative of the negligence or intentional acts or omissions of Contractor, such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and other of such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done and things to be supplied hereunder.

ARTICLE 8 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 and ATE Management of Duluth SBC, Inc. from all liability described in the paragraph above.
- (1) Workers' compensation in accordance with the laws of the state of Minnesota.
 - (2) Commercial General Liability and Automobile Liability Insurance with limits not less than \$2,000,000 Single Limit or \$1,000,000 single limit with a \$1,000,000 umbrella policy, in a company approved by the DTA.
 - (3) DTA and ATE Management of Duluth SBC, Inc. shall be named as an **Additional Insured** under the Commercial General Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA and ATE Management of Duluth SBC, Inc. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance.
- *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the DTA and ATE Management of Duluth SBC, Inc. as an additional insured.*
- b. The insurance required herein shall be maintained in full force and effect during the life of this Contract 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 Contract.
- 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.

ARTICLE 9 RECORDS AND INSPECTIONS

- a. **Establishment and Maintenance of Records**
Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.
- b. **Documentation of Costs**
Contractor will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
- c. **Reports and Information**
Contractor shall be responsible for furnishing to DTA records, data and information as DTA may require pertaining to matters covered by this Contract.
- d. **Audits and Inspections**
Contractor shall ensure that at any time during normal business hours and as often as DTA may deem necessary, there shall be made available to DTA for examination, all of its records with respect to all matters covered by this Contract. Contractor will also permit DTA to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
- e. **Confidentiality of Information**
Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Contractor. If Contractor receives a request to release data referred to in this clause, Contractor must immediately notify the DTA and consult with the DTA as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.
- f. **Ownership of Data**
All survey notes, reports, design plans, specifications, special studies, records and other data prepared under this Contract shall become the property of DTA when prepared and shall be delivered to the DTA upon completion or termination of the services of Contractor or at such earlier time as requested by the DTA.

ARTICLE 10 INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the DTA for any purpose. No statement contained in this Contract

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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 11 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 12 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

Mark Ness, Director of Maintenance

Designation for Contractor

ARTICLE 13 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 14 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 15 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 16 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. However, such notification or request shall not constitute acceptance of the delay, or request for extension, without written acceptance by DTA as a change in the Contract.

Duluth Transit Authority
Snow Removal Services

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ARTICLE 17 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS

All work performed under this Contract shall confirm to all latest local, state and federal safety requirements, and shall, in all cases, meet OSHA requirements. It shall be the Contractor's responsibility to ensure complete compliance with these requirements.

ARTICLE 18 NO THIRD PARTY RIGHTS

This Contract is to be construed and understood solely as a Contract between the DTA and Contractor and shall not be deemed to create any rights in any other person. No person shall have the right to make 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 19 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 20 PROVISIONS HELD INVALID

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

ARTICLE 20 COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed 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 Contract 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 Contract shall have the same effect as physical delivery of the paper document bearing an original signature.

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

By: Duluth Transit Authority

By:

General Manager

Title: _____

QUOTE SHEETS
Snow Removal Services

January 10, 2024

Duluth Transit Authority
Snow Removal Services

#052-2024-2

Section 4 FORMAL QUOTE SHEET

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

Quote GUARANTEE REQUIREMENTS: Not Required.

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

Year 1:

Snow Plowing Services, Level 4 and access ramps. Cost basis through September 30, 2025:

- 1. Plowing cost, 1-3 inch snowfall: \$ _____
Additional cost for removal and disposal of snow: \$ _____
- 2. Plowing cost, 3-6 inch snowfall: \$ _____
Additional cost for removal and disposal of snow: \$ _____
- 3. Plowing cost, 6-9 inch snowfall: \$ _____
Additional cost, removal and disposal of snow: \$ _____
- 4. Plowing cost, greater than 9-inch snowfall event: \$ _____
Additional cost for removal and disposal of snow: \$ _____

Hourly rate for plowing outside of Level 4: \$ _____
Cost for sanding services, Level 4 and access ramps (per event): \$ _____

Year 2:

Snow Plowing Services, Level 4 and access ramps, Cost basis October 1, 2025 through September 30, 2026:

- 1. Plowing cost, 1-3 inch snowfall: \$ _____
Additional cost for removal and disposal of snow: \$ _____
- 2. Plowing cost, 3-6 inch snowfall: \$ _____
Additional cost for removal and disposal of snow: \$ _____
- 3. Plowing cost, 6-9 inch snowfall: \$ _____
Additional cost, removal and disposal of snow: \$ _____
- 4. Plowing cost, greater than 9-inch snowfall event: \$ _____
Additional cost for removal and disposal of snow: \$ _____

Hourly rate for plowing outside of Level 4: \$ _____
Cost for sanding services, Level 4 and access ramps (per event): \$ _____

Year 3:

Snow Plowing Services, Level 4 and access ramps. Cost basis October 1, 2026 through September 30, 2027:

- 1. Plowing cost, 1-3 inch snowfall: \$ _____
Additional cost for removal and disposal of snow: \$ _____
- 2. Plowing cost, 3-6 inch snowfall: \$ _____
Additional cost for removal and disposal of snow: \$ _____
- 3. Plowing cost, 6-9 inch snowfall: \$ _____
Additional cost, removal and disposal of snow: \$ _____
- 4. Plowing cost, greater than 9-inch snowfall event: \$ _____
Additional cost for removal and disposal of snow: \$ _____

Hourly rate for plowing outside of Level 4: \$ _____
Cost for sanding services, Level 4 and access ramps (per event): \$ _____

Duluth Transit Authority
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Year 4

Snow Plowing Services, Level 4 and access ramps. Cost basis
October 1, 2027 through September 30, 2028:

- 1. Plowing cost, 1-3 inch snowfall: \$ _____
 Additional cost for removal and disposal of snow: \$ _____
- 2. Plowing cost, 3-6 inch snowfall: \$ _____
 Additional cost for removal and disposal of snow: \$ _____
- 3. Plowing cost, 6-9 inch snowfall: \$ _____
 Additional cost, removal and disposal of snow: \$ _____
- 4. Plowing cost, greater than 9-inch snowfall event: \$ _____
 Additional cost for removal and disposal of snow: \$ _____

- Hourly rate for plowing outside of Level 4: \$ _____
- Cost for sanding services, Level 4 and access ramps (per event): \$ _____
- Hourly rate for plowing outside of Level 4: \$ _____
- Cost for sanding services, Level 4 and access ramps (per event): \$ _____

OPTION Snow Plowing Services, Level 4 and access ramps. Cost basis
October 1, 2028 through September 30, 2030:

- 1. Plowing cost, 1-3 inch snowfall: \$ _____
 Additional cost for removal and disposal of snow: \$ _____
- 2. Plowing cost, 3-6 inch snowfall: \$ _____
 Additional cost for removal and disposal of snow: \$ _____
- 3. Plowing cost, 6-9 inch snowfall: \$ _____
 Additional cost, removal and disposal of snow: \$ _____
- 4. Plowing cost, greater than 9-inch snowfall event: \$ _____
 Additional cost for removal and disposal of snow: \$ _____

- Hourly rate for plowing outside of Level 4: \$ _____
- Cost for sanding services, Level 4 and access ramps (per event): \$ _____

Fuel Surcharge: Contractor shall provide a schedule of increase in price for diesel prices in increments of no less than \$0.25 per gallon, but may elect to use larger increments

Diesel Fuel Price per Gallon	Fuel Surcharge
< \$4.00	-0-
\$4.____ to \$4.____	\$0.____ per
\$4.____ to \$4.____	\$0.____ per

**Duluth Transit Authority
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Firm Name: _____

Mailing Address: _____

CITY STATE ZIP CODE

Addendum Acknowledgment
Number Date Rec'd

By: _____
(PRINT NAME) TITLE

PHONE NO.

Signature

Date: _____

1. **Proof of Responsibility Statement**

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

Statement of Bidder Qualifications and Responsibility

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

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

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

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

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

**Duluth Transit Authority
Snow Removal Services**

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

Warranty:

The Contractor,

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

Signed:

Title _____

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

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

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

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

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

Signed this ____ day of _____, 20__:

Title _____

3. Subcontractors and Suppliers Listing

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

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

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

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

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

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

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

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

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

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

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

Signed: _____

Firm Name: _____

Section 5

REQUIRED CERTIFICATES

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

Duluth Transit Authority
Snow Removal Services

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Certificate B. 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**Duluth Transit Authority
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Certificate C. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

FTA MA(29) February 7, 2022 Sec (G)

The undersigned certifies, to the best of his or her knowledge and belief, that it

- (A) Does not have any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (B) Was not convicted of the felony criminal violation under any federal law within the preceding 24 months.

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

SIGNED _____

FIRM NAME _____

D. COMPLIANCE WITH SPECIFICATIONS

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

SIGNED _____

FIRM NAME _____

Certificate E

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

SIGNED _____

FIRM NAME _____

TECHNICAL SPECIFICATIONS

FOR

Snow Removal Services

January 10, 2024

SECTION 6. TECHNICAL/SPECIAL SPECIFICATIONS

A. General

1. The Duluth Transportation Center (“DTC”) is located at 228 West Michigan Street, Duluth, MN. The Duluth Transit Authority (DTA) is seeking qualified firms to perform snow plowing and snow removal services for Level 4 of DTC including the access ramps to the parking areas in the DTC.
2. The term of this contract is for the period of February 1, 20124 or from the date of “Notice to Proceed”, whichever is later, through September 30, 2028, with one two-year option for the period of October 1, 2028 through September 30, 2030. Acceptance of the option period shall be at the DTA’s sole discretion.
3. This is an “Indefinite Delivery Indefinite Quantity (“IDIQ”) Contract for the services specified. Performance of services shall be made only as authorized by the DTA Project Manager. The work shall be performed in accordance with the applicable terms and conditions of this Contract, including any attachments and amendments.
4. The Contractor shall obtain and maintain in effect any and all licenses, permits or certificates which are or may be required for the performance of snow clearing activities.
5. The Contractor agrees to maintain a twenty-four (24) hour telephone answering service that the DTA Project Manager may contact to initiate snow plowing and/or snow removal service. The Contractor must also maintain a mobile telephone for contacts by the DTA during the snow event. The snow plowing and/or removal equipment shall provide services for the assigned area until the snow has been plowed or removed, or until directed to stop at the DTA Project Manager’s discretion. The Contractor shall also provide an email address available to the DTA to submit Task Orders and/or confirm the scope of work for each snow event, as needed.
6. For purposes of this Contract, the term “DTA Project Manager” shall be deemed to include “or designee”.
7. The Contractor must disclose its intent to use a subcontractor to fulfill the obligations of the Contract. The name of the subcontractor must be identified at the time of Quote submittal, and any changes to the subcontractor list must be communicated to the DTA prior to commencing work at the DTC. The DTA reserves the right to object to a subcontractor without penalty; disbarment is a reasonable reason for objection. The subcontractor is subject to all requirements of this RFQ.
8. It shall be the responsibility of the Contractor to monitor and measure snow depths on Level 4 of the DTC, and to clear snow from Level 4, including pedestrian ingress and egress areas, as well as access ramps from level two to level three and level three to level 4. The DTA Project Manager reserves the right to inspect the parking area and to request snow clearing when snow is one inch or more, or when the Project Manager deems it necessary.
9. In the event of a dispute over the amount of snow recorded for payment verification, snow accumulations total requested for payment shall be calculated on the official downtown snow measurement by the National Weather Service in Duluth, Minnesota.

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Snow Removal Services**

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10. Occasionally the DTA may request additional services for other areas of the Duluth Transportation Center during heavy snow events.

11. Due to the structural restrictions of the parking facility, large capacity or heavy, oversized vehicles are not permitted. The maximum height accessible to Level 4 is eight feet, two inches (8' 2"). Plow trucks must be four-wheel drive or equivalent. Contractor may also use snow blowers or shovels with protected blades to remove snow around fixtures, doorways and other areas as needed.

12. The Contractor shall be solely responsible for the direction, control and supervision of its workforce. All of the Contractor's work force shall be deemed to be Contractor's employees for purposes of this Contract, and shall not be employees of the DTA. However, the DTA reserves the right to direct the Contractor to utilize the most effective and cost-efficient equipment to perform the required services. The DTA further reserves the right to designate first priority areas as determined by the DTA Project Manager, based on prevailing weather, time of day, public events, and other such conditions.

13. The Contractor shall be solely responsible for damages resulting to concrete pavements, utility fixtures, and property located within the parking facility, and to private property located within the facility when determined by the DTA Project Manager to be the result of Contractor's negligent actions or negligent use of the Contractor's equipment. In the event that the Contractor fails to repair the damages, or payment by the Contractor for damages is not made within thirty (30) days of invoice from the DTA, the DTA may retain any monies due the Contractor under and by virtue of this Contract for paying for repairs to be made.

14. The Contractor shall not impede operations at the DTC while loading or unloading snow removal equipment. Contractor shall stage equipment in designated areas at the direction of the DTA Project Manager. The DTA may elect to block off portions of the parking structure for a limited period of time to permit snow plowing and/or snow removal, if conditions warrant.

15. The Contractor shall, to the fullest extent possible, keep the ramp, driving lanes, walkways and sidewalks open and passable during a continuous snow event accumulating at one inch or more. Open and passable means that snow will be cleared to allow one vehicle to pass through a driving area and/or two vehicle movement. Building access will be cleared to maintain a path of no less than three feet (3") in width. When performing snow plowing and removal during business hours, the Contractor shall make every effort to allow convenient access to driveways, ramps and walkways by pedestrians and vehicles, and shall yield the right of way to pedestrians and vehicles.

16. The Contractor shall furnish all equipment in sufficient condition, size and numbers, together with qualified operators with a valid operator's license for each vehicle during the period of time covered under this Contract, to perform the Scope of Work. The Contractor shall utilize the most efficient and cost-effective equipment to perform the required snow removal in a timely manner.

17. One parking spot is available for staging equipment at the DTC; a plug-in is also available for a heater.

18. The DTA may, at its sole option, elect to plow the snow on Level 4 and the access ramps. If, in the event that the DTA removes the snow, the Contractor may be issued a Task Order for removing snow from the snow chute and removing it from the property to the designated snow dump site. Cost for removing snow shall be set at rates agreed upon herein.

B. Snow Plowing, Sanding

1. "Snow plowing" means that snow is cleared as close to the pavement surface as practical including removal of ice and snow buildup; care must be taken in removing snow in the areas sealed with traffic coating.
2. Work under this Contract consists of snow plowing measurable accumulations of snow on Level 4 of the parking structure and all access ramps in the parking structure, to facilitate easy access and parking, including sanding as needed. Plowed snow must be removed from the property as quickly as possible. Snow that cannot be removed may be staged in areas directed by the DTA Project Manager, but must be removed within 72-hours of plowing, unless otherwise approved by the DTA Project Manager.
3. The Contractors shall provide a cost to remove snow in increments of 1-3 inches, 3-6 inches, 6-9 inches, and above 9 inches.
4. Level 4 consists of 147 parking stalls serving the public and subscription parking customers, along with an elevator and stair enclosure. There are also light poles spread across the expanse, but there are no wheel stops at individual parking stalls.
5. This level has traffic coating in two areas; one in the crane pad infill area and one in the area over the skywalk. Plow blades must be plastic or rubber, or have nylon or plastic blade guards to prevent damage to the pavement and painted stripes on the surface of the facility.
6. The Contractor shall promptly plow snow accumulations of one (1) inch or more from Level 4 of the parking structure and access ramps, within 2 hours of snow accumulation between the hours of 6 a.m. to 6 p.m. Monday through Friday. Plowed snow may be staged in areas designated by the DTA Project Manager. Snow must be removed within 72-hours of plowing unless otherwise approved by the DTA Project Manager.
7. The Contractor shall remove snow of two (2) inches or more on the Level 4 parking area on weekends and holidays no later than 5:00 a.m. on the first regular business day after the snow event, unless requested otherwise by the DTA Project Manager.
8. The Contractor shall clear plowed snow away from stairway and elevator towers to ensure continuous pedestrian access. The walking path must be no less than three feet in width. The Contractor shall work to remove snow accumulation around all fixtures and light poles.

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9. During blowing conditions, with or without snowfall, the access ramps and the parking area will be checked for snow accumulation; Contractor shall perform snow removal when reasonably necessary. If uncertain, the Contractor shall consult with the DTA Project Manager for direction.
10. During periods of continuous snow events of one inch or more, and/or blowing and/or drifting snow, the Contractor shall maintain the ramp to Level 4 and the parking area in an "open" condition between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays.
11. The Contractor shall not concentrate snow piles on Level 4 that will exceed the structural weight limits of the parking structure. Snow may be piled in small amounts to facilitate parking, but only on a temporary basis until it is placed into the snow chute or removed via other means.
12. The Contractor will also be responsible for sanding Level 4 parking and pedestrian areas and all access ramps. Sand mixed with calcium chloride will be accepted. Other mixes must be submitted to the Maintenance Director for prior written approval.

C. Snow Removal

1. The DTA does not have access to a snow dump site. Contractor must be able to provide a snow dump location, and shall be solely responsible for removing snow from DTC to the snow dump location.
2. The snow chute serves Levels 3 and 4 of the parking structure, and is closed off with a gate and padlock. The chute is emptied via an opening on Level 1 (via the Frontage Road.) The gate opening on Level 1 is roughly 10-feet 7-inches high and 10-feet 7-inches wide. (Access to the opening may be slightly impacted by the door hinges.) A small bobcat or a small backhoe may be used to pull snow out of the chute and place it into trucks to be hauled away. The snow may also be directly loaded into a truck staged at the bottom of the snow chute (if there is no snow already stored in the chute.)
3. The snow chute on Levels 3 and 4 has a rough opening of 8-feet 4-inches wide by 4-feet 11-inches high.
4. Access to the snow chute for snow removal is via City right of way; all equipment staged in the area must not impair access or egress to City parking, or to the DTA parking ramp. Trucks may not exceed load limits for the entry roads.
5. Contractor will coordinate with the DTA Project Manager to cordon off parking spaces immediately adjacent to the snow chute on 1st floor and 4th floor to permit access to the chute.
6. **The Contractor may not fill the snow chute for storage.** When snow is being removed, the chute cannot be filled higher than ten feet (10') from the bottom, to prevent the snow from packing down and plugging the chute. Contractor shall work with the DTA Project Manager to determine whether snow will be placed in the chute and immediately removed to the snow

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dump site, or stockpiled in designated locations until it can be removed. Stockpiles in contract customer parking is not permitted. All stockpiles must be removed within 72 hours unless approved by the DTA Project Manager.

7. If the snow chute is unavailable, the Contractor will provide a means to blow snow from the roof onto designated areas on the ground, where it will be either moved to the snow dump or stored in place at the DTA Project Manager's discretion. No additional compensation will be allowed for blowing the snow from Level 4 unless agreed to by the DTA Project Manager in advance of the work.

8. If the snow chute becomes plugged due to too much snow dumped from Level 4, the Contractor shall provide a means to remove the snow from the chute. Provisions for removing snow plugged in the chute shall be approved by the DTA Project Manager prior to the work.

9. Snow staged near the snow chute shall not exceed the height of the door of the snow chute, and shall be of sufficient distance from the snow chute to allow the door to open and to move snow into the chute.

10. Where possible, the work shall be completed during off-peak hours, typically from 6:00 p.m. until 6:00 a.m. Should additional accumulations of snow occur before the work starts, the snow removal may be postponed until the new event has ended, at the DTA's Project Manager's discretion. Payment will be based upon the combined total of all succeeding events.

11. As an alternate to stockpiling snow in the snow chute, Contractor may, upon permission of the City of Duluth, blow snow from Level 4 of the ramp to a designated area on the ground where it will immediately be moved to the Contractor's snow dump site.

12. If the snow chute becomes plugged, the Contractor shall be responsible for removing the snow. Contractor must coordinate with the DTA Project Manager to identify the method to remove the plugged snow from the chute.

D. Fuel Price Adjustment

1. Because this is a multi-year Contract, the DTA will entertain a fuel escalation clause to protect the Respondent from unanticipated fuel price shocks. Contractor shall be permitted a fuel surcharge when the price of diesel fuel exceeds an average of four dollars (\$4.00) per gallon according to the U.S. Department of Energy Weekly Retail On-Highway Diesel Prices index for the Midwest Region. Contractor shall provide a schedule of increase in price for diesel prices in increments of no less than \$0.25 per gallon, but may elect to use larger increments. For example, if the price increases to \$4.25 per gallon, contractor may add \$XX, at \$4.50 per gallon, increase is \$XX, etc. Larger increments may be used.

**Duluth Transit Authority
Snow Removal Services**

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Example of Diesel Price Increases

Diesel Fuel Price per Gallon	Fuel Surcharge
< \$4.00	-0-
\$4.xx to \$4.xx	\$0.xx per
\$4.xx to \$4.yy	\$0.xx per