

**Duluth Transit Authority
DTC Pipe Replacement**



**Duluth Transit Authority
Request for Bids
DTC Pipe Replacement**

The Duluth Transit Authority hereby requests sealed bids from qualified vendors to replace cast iron storm drain piping at the DTA Duluth Transit Center (DTC) located at 228 W. Michigan St. Duluth, MN 55802. Scope of work includes removal and replacement of the existing piping with corrosion-resistant epoxy-coated piping.

Bids must be received no later than **1:00 p.m. on** Specifications may be emailed or mailed to prospective bidders, or picked up at 2402 West Michigan Street, Duluth, MN 55806. Contact kwood@duluthtransit.com or call (218) 623-4324 for more information.

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

Duluth Transit Authority

2402 W. Michigan St

Duluth, MN 55806

(218) 623-4324

email: kwood@duluthtransit.com

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SIGNIFICANT DATES OF PROCUREMENT – DTC PIPE REPLACEMENT RFB			
Procurement Event	Location of Event, or link/email	Date	Time
Date of Release	Posted on Website https://www.duluthtransit.com/home/doing-business/procurements/	Friday, October 25, 2024	
Prebid Meeting	DTC (Downtown Duluth) 228 W. Michigan St. Duluth, MN 55802	Thursday, October 31, 2024	11:00 a.m.
Request for Clarifications	Email to: kwood@duluthtransit.com	Monday, November 4, 2024	11:00 a.m.
Response to Clarifications	Written Addendum on Website https://www.duluthtransit.com/home/doing-business/procurements/	Thursday, November 7, 2024	
Public Bid Opening	DTA Operations Center (West Duluth) 2402 W. Michigan Street Duluth, MN 55806 (attendance is optional as bids may be emailed to kwood@duluthtransit.com)	Tuesday, November 19, 2024	1:00 p.m.
Award	Successful bidder will be notified via email	As early as November 27, 2024	

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Section 1. General Conditions

G-1 REQUEST FOR BIDS

- a. The Duluth Transit Authority hereby requests sealed bids from qualified vendors to replace cast iron storm drain piping at the **DTA Duluth Transit Center (DTC) located in Downtown Duluth at 228 W. Michigan St. Duluth, MN 55802**. Scope of work includes removal and replacement of the existing piping with corrosion-resistant epoxy-coated piping.
- b. This project is funded in part by a grant from the Federal Transit Administration, Assistance Listing number 20.507, MN-2021-033-00.
- c. Bids shall be on the basis of total project costs for the project under the following requirements and conditions, which shall be considered an essential part of the Contract Documents.
- d. The DTA reserves the right to accept and/or refuse any or all Bids, to add or delete work without penalty, in the interest of the DTA.
- e. Bidder will bear all costs incurred in responding to this RFB.
- f. Bid prices shall be good for ninety (90) days after the Bid opening.
- g. The DTA intends to choose the lowest responsive and responsible Bidder as early as **November 27, 2024**.

G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Bids should be emailed to kwood@duluthtransit.com, or by calling 218-623-4324.

G-3 DEFINITION OF TERMS

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

- a. DTA, customer, buyer, or Operator shall mean the DTA.
- b. Project Manager shall mean Mr. Mark Ness, Director of Maintenance.
- c. Manufacturer, Vendor, Bidder, or Contractor shall mean that firm submitting the lowest, responsive, and responsible Bid and subsequently receiving the Contract award from the DTA as detailed in these specifications.

G-4 SUBSTITUTIONS AND OR EQUAL

- h. Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal".
- i. Please note that DTA personnel are NOT allowed to discuss the RFB with anyone, including Bidders, before the Bid submission deadline without permission, except that prime contractors and /or subcontractors may make appointments to discuss these specifications with the Procurement Manager. This, however, does not relieve them from the written, documented request required by paragraph c) below. Where prior approval is called for in the specifications it means prior to Bid opening. Responses to questions will be provided to all Bidders in the form of an addendum to this RFB.
- j. Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing via email at kwood@duluthtransit.com no later than **11:00 a.m. on Monday, November 4, 2024**. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specifications that pertain to an item under consideration. The supporting evidence for the approved equal must be submitted with the request for approval. All requests must be submitted via email unless otherwise approved by the DTA Procurement Manager in writing.
- k. The replies to request under paragraph c. above will be posted in the form of an addendum to this RFB on the DTA website at <https://www.duluthtransit.com/home/doing-business/procurements/> on **Thursday, November 7, 2024**.
- l. Changes to the specifications will be made **only** by **written** addendum.

G-5 SELECTION CRITERIA

The DTA will choose based on the lowest responsive and responsible Bidder.

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G-6 PREPARATION OF BID

Bids must be submitted on the forms attached. All blanks in the Bid form must be completed with word processor or ink. Bids containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typewriter and initialing the correction in ink by the person signing the Bid. In the event any price term is expressed by the Bidder in both written and numerical form, the written representation shall govern in the event of an inconsistency.

Bids shall not stipulate any condition not contained in the specifications and other documents submitted for Bid.

Each Bid and all required forms, certifications, and papers bound and attached thereto, shall be emailed in a pdf attachment to kwood@duluthtransit.com (preferred), or placed and securely sealed in an envelope marked: "DTC Pipe Replacement" and mailed or delivered to:

DTA Procurement Manager
2402 West Michigan Street
Duluth MN 55806

Bids must be received no later than **1:00 p.m. on Tuesday, November 19, 2024**. Time means local time in Duluth, Minnesota. Late Bids will not be considered. Fax Bids will not be considered. The DTA reserves the right to accept or reject any and/or all Bids in the best interest of the Authority.

No Bid may be modified after submission except by written modification physically received by the DTA prior to the time set for the opening of Bids. Modifications must be signed by the person submitting the Bid or accompanied by an explanation as to why it is not and must indicate that it modifies the original Bid. Modifications shall be submitted in a pdf attachment to an email or a securely sealed envelope marked as indicated on the Bid Form.

G-7 WITHDRAWAL OF BIDS

A Bidder may withdraw its Bid at any time before the time set for the opening of the Bids only in writing addressed to the DTA marked "WITHDRAWAL OF BID" and emailed or physically received to the DTA Procurement Manager prior to the time for the opening of Bids.

G-8 CONSIDERATION OF BID

The DTA reserves the right, in the determination of the lowest, responsive and responsible Bidder, to consider the ultimate economy of the Bid within the guidelines of these specifications, to reject any and/or all Bids, including, but not limited to the determination that the Bid was incomplete, non-responsive, obscure or lacking the necessary details and specificity, that the Bidder lacks qualifications, experience and/or responsibility necessary to provide the goods and services, or that Bidder failed or neglected to complete and submit any information within the time specified. The DTA may cancel the RFB, issue subsequent RFBs, or waive any errors or informalities in any Bid, in the best interests of the DTA.

G-9 ADDENDA

It is the Bidder's responsibility to assure the receipt of all addenda to this Request for Bids. All documents will be posted online at www.duluthtransit.com/doingbusinesswithus. In addition, Bidders may inspect the Bid documents at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806, during business hours.

G-10 BID CONTENTS CERTIFICATION

By submitting a Bid, the Bidder warrants that the information provided is true, correct and reliable for purposes of Contract award. The submission of inaccurate or misleading information may be grounds for disqualification from Contract award and may be subject the Bidder to suspension or debarment proceedings, as well as other remedies available to the DTA.

G-11 CONTRACT FORM AND CHANGES

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

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The chosen Bidder, within twenty (20) days after the award of the Contract from the DTA shall sign the formal Contract or purchase agreement.

G-12 BONDING REQUIREMENTS

Does not apply to this procurement.

G-13 PRICE COMPLETE

The price quoted in any Bid submitted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment pursuant to these Specifications. It is the intention of these Specifications to provide and require complete equipment of the type prescribed herein. Any items omitted from the Specifications which are clearly necessary for the operation of such equipment shall be considered included in the Bid Specifications although not directly specified or called for in these Specifications. No advantage shall be taken by the Bidder, manufacturer or supplier in the omission of any part or detail which goes to make the equipment complete and ready for service or use.

G-14 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS

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

G-15 DISPOSITION OF BIDS

All materials submitted in response to this RFB will become the property of the DTA and will become public record in accordance with Minnesota Statutes §13.591 after the award process is complete.

G-16 PROTEST PROCEDURES

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

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

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

PROTESTS BEFORE AWARD

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

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

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

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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 making such award. FTA preserves the right not to participate in such procurement.

If the award is made, the Procurement Manager 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 Administration Department within five days immediately following the award. The Procurement Manager 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 Procurement Manager 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 receipt of the written protest and shall provide written notice of such decision to all interested parties.

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

G-17 ORGANIZATION CONFLICTS OF INTEREST

- a. An organization conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.
- b. The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Procurement Manager. 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 Procurement Manager as set forth below.
- c. The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Procurement Manager in analyzing the situation.
- d. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Procurement Manager, 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 Procurement Manager.
- e. If the DTA's Procurement Manager, 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 Procurement Manager 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 Procurement Manager has the discretion to terminate the contract for default. No determination by the DTA's Procurement Manager under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (MAY 2014)," which is also incorporated by reference herein.

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

G-18 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax for services. Contractor shall include all applicable sales or use taxes as required under MN Department of Revenue guidelines and MN Statute 297A.61, subd.58. A Minnesota Form IC 134 form must be submitted with the final pay application.

Unless a Certificate of Exemption is provided, any out of state bidder receiving a Bid award will have eight percent (8%) retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds. This form may be found at the following web address:

<http://taxes.state.mn.us.formsandinstructions/sde.pdf>

G-19 PROMPT PAYMENT TO SUBCONTRACTORS.

In accordance with Minnesota § 337.10 (3), Contractor shall pay any subcontractor or material supplier within ten (10) days of receipt by the party responsible for payment of undisputed services provided by the party requesting payment. The Contractor shall pay interest of at least one and one-half percent (1-1/2%) per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action. Contractor shall further require this provision to be included in all contracts between subcontractors and sub-subcontractors of any tier.

G-20 SUBCONTRACTOR REPORTING

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

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

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

G-21 MINNESOTA RESPONSIBLE CONTRACTOR

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

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

G-22 REQUIRED INSPECTIONS

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

G-23 SINGLE RESPONSE

If only one Bid is received in response to this RFB, a detailed cost/price analysis may be requested of the Bidder. 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 Bidder 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.

G-24 NO ENDORSEMENT

The Contractor must not claim that the DTA endorses the Contractor’s products or services.

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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)

Does not apply to this procurement.

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 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

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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 Clause

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 is more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

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

A.10 EMPLOYEE PROTECTIONS

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

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.

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Contract Work Hours and Safety Standards

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

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

Clause

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:

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

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

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

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

A.14 LOBBYING RESTRICTIONS

31 U.S.C. 1352, 2 CFR §200.450

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

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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)

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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.

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

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

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rents, a vehicle Contactor 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 procurement

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.

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)

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

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

Termination for Default (Construction)

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God or Nature, acts of the Duluth Transit Authority, acts of another contractor in the performance of a contract with the Duluth Transit Authority acts of another contractor in the performance of a contract with the Duluth Transit Authority, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within three (3) days from the beginning of any delay, notifies the Duluth Transit Authority in writing of the causes of delay. If, in the judgment of the Duluth Transit Authority, the delay is excusable, the time for completing the work shall be extended. The judgment of the Duluth Transit Authority shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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

A.26 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

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—

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. 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);

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- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. 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—

- i. 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;
- ii. 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-
- iii. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- iv. For reasons relating to regional stability or surreptitious listening;
- v. 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);
- vi. 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);
- vii. 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
- viii. 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. 115232) prohibits the DTA on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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- 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.

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.

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A. 30 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.
- c. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A. 31 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.

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Section 3. Contract (example for bidding)

Contract Example for

Duluth Transit Authority

DTC Pipe Replacement

This Contract, made this ____ day of ____, 2024, by and between _____, a _____ (LLC, 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 Clause, this Contract; Request for Bids dated October 25, 2024; General, Special and Technical Specifications and Drawings; prevailing wage schedules, all addenda issued prior to and all modifications issued after execution of the Contract; and the Contractor’s executed Bid form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 - THE WORK

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

ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall begin upon “notice to proceed” from the DTA and completed no later than **March 30, 2024**, unless otherwise terminated as set forth herein.

ARTICLE 4 - CONTRACT SUM

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

ARTICLE 5 - PAYMENTS TO CONTRACTOR

The DTA will reimburse Contractor based on monthly billings for service. DTA may withhold payment for Contractor’s services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents. Retainage will be held on payments until all conditions of final payment are met.

Terms of payment shall be thirty (30) days net from the conclusion of the month for which payment is due, unless a discount for earlier payment is solicited by the DTA and offered by the Contractor.

Payment does not imply acceptance of work. The granting of any progress payment or payments by the DTA, or receipt thereof by Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the requirement of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Material, components or workmanship which does not conform to the instructions of these Contract requirements or specifications which are not equal to the samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay.

ARTICLE 6 - INVOICES

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

ARTICLE 7 - DELAYS

Contractor shall notify DTA in writing of any delays, including all relevant details, immediately upon encountering any difficulties which threaten to delay the timely performance of this Contract, and may at that time or subsequently request an extension of the delivery date or schedule. However, such notification or request or acceptance of belated equipment shall not constitute acceptance of the delay or request for extension, without written acceptance by DTA as a change in the Contract.

ARTICLE 8 - CONTRACTOR CHANGES

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

ARTICLE 9 - INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees that it shall defend, indemnify and hold the DTA and ATE Management of Duluth SBC, its officers, employees and agents, from and against all costs or expenses, claims or liabilities, including, but not limited to, reasonable attorney's fees and expenses, whether asserted by Contractor or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify and hold harmless the DTA and ATE Management of Duluth SBC in all matters where claims of liability against the DTA and/or ATE Management of Duluth SBC arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of the Contractor, including, but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Contractor, its employees or its agents, and any other source of liability. Said obligation to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against DTA and/or ATE Management of Duluth SBC. On ten days' written notice from the DTA and/or ATE Management of Duluth SBC, the Contractor shall appear and defend all lawsuits against the DTA and/or ATE Management of Duluth SBC growing out of such injuries or damages. Contractor shall not be required to indemnify DTA and/or ATE Management of Duluth SBC for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omission of the DTA and/or ATE Management of Duluth SBC. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Contractor. Nothing in this provision shall affect the limitations of liability of the DTA and ATE Management of Duluth SBC as set forth in Minnesota Statutes Chapter 466.

The Contractor understands this provision may affect its rights and may shift liability and specifically agrees to same.

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 10 - INSURANCE

- (1) 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 from all liability described in the paragraph above.
- i. Workers' compensation in accordance with the laws of the state of Minnesota.
 - ii. 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.
 - iii. 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. 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 as an additional insured.*

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- (2) 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.
- (3) 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 11 RECORDS AND INSPECTIONS

- (1) **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 Contract.
- (2) **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.
- (3) **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.
- (4) **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.
- (5) **Minnesota Government Data Practices Act**
Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Contractor. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify the DTA General Manager 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.
- (6) **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 12 - INDEPENDENT CONTRACTOR

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

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ARTICLE 13 - COMMUNICATIONS

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

Designation for DTA

Designation for Bidder

Director of Maintenance
mness@duluthtransit.com

Procurement Manager
kwood@duluthtransit.com

ARTICLE 14 - SUBCONTRACTING AND ASSIGNMENTS

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

ARTICLE 15 - EXTENT OF AGREEMENT

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

ARTICLE 16 - GOVERNING LAW

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

ARTICLE 17 - RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Failure of the DTA to act shall in no way constitute a waiver of any right or duty afforded to it under the Contract, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Contract, except as may be specifically agreed to in writing by the DTA.

ARTICLE 18 - NO THIRD-PARTY RIGHTS

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

ARTICLE 19 - CANCELLATION

The DTA shall have the right to cancel this Contract if the DTA’s governing body does not appropriate moneys to the department or agency in an amount equal to the cost of this Contract.

ARTICLE 20 - SEVERABILITY

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

ARTICLE 21 - COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in “portable document format” (“pdf”), or by any other electronic means which

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preserves the original graphic and pictorial appearance of the Contract shall have the same effect as physical delivery of the paper document bearing the original signature.

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

By: Duluth Transit Authority

By (CONTRACTOR):

General Manager

Title: _____

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Section 4. BID SHEETS

DTC Pipe Replacement

4.1 – FORMAL BID SHEET

- a. Price for BASE BID (All work items, excluding options): \$ _____
- b. Price for OPTION 1 (item 12 in Section 6) \$ _____
- c. Price for OPTION 2 (item 13 in Section 6) \$ _____
- d. Unit Price for additional pipe hangers, exceeding the 50-pc allowance \$ _____/ea

Firm Name: _____

System for Award Management Unique Identifier: _____

Addendum Acknowledgment

Mailing Address:

Number

Date Rec'd

CITY

STATE

ZIP CODE

By: _____

(PRINT NAME)

TITLE

PHONE

EMAIL

Signature _____ Date: _____

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4.2 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 organization have a SAM Unique Identifier? Number: _____
15. 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.)
16. 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.

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17. 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

18. 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.

19. 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.

20. 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.

21. After review of each scope of work herein, the DTA has assigned the following North American Industry Classification System Codes for this project:

- 237110, Water and Sewer Line and Related Structures Construction
- 238310, Suspended Ceiling Installers

Based on the type of work your firm seeks to perform in this Bid, if your firm believes that additional NAICS codes are applicable to this project, please provide them here:

Please note that designation of NAICS codes does not bind or change the scope of work herein and are collected for reporting purposes only.

Signed:

Title _____

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4.3. 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_____:

Name (Signed)_____

Name (Print)_____

Title _____

Firm Name:_____

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4.4 SUBCONTRACTORS AND SUPPLIERS LISTING

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

Subcontractor Name	Type of Work	S/DBE or Veteran Owned (Yes/No)

Changes to this list must be in writing and approved by the DTA **prior to the commencement of subcontractor or supplier’s work.**

Signed: _____

Firm Name: _____

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Section 5. REQUIRED CERTIFICATES

The Following Certificates must be completed, signed, and included with your submittal:

- Certificate A. DEBARRED BIDDERS
- Certificate D LOBBYING RESTRICTIONS
- Certificate F. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION
- Certificate G. COMPLIANCE WITH SPECIFICATIONS
- Certificate H. CODE OF ETHICS AND CONFLICT OF INTEREST
- Certificate I. RESPONSIBLE CONTRACTOR MINNESOTA STATUTE, SECTION 16C.285

These certificate forms appear on subsequent pages of the section herein. Please note, that each certificate appears on its own page, and Certificate I. requires notarization.

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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

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Certificate D LOBBYING RESTRICTIONS

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNED _____

NAME (PRINT) _____

TITLE _____

FIRM NAME _____

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CERTIFICATE E. NOTICE OF LEGAL AGREEMENT OR LITIGATION

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

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

This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Contractor is subject to this Agreement between the Contractor and the Duluth Transit Authority or the Federal Transit Administration, or an agreement involving a principal, officer, employee, agent or subcontractor of the Contractor.

Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer to information without delay and without change.

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

SIGNED _____

NAME (PRINT) _____

TITLE _____

FIRM NAME _____

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DTC Pipe Replacement**

CERTIFICATE F. 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.
- (C) The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNED _____

NAME (PRINT) _____

TITLE _____

FIRM NAME _____

**Duluth Transit Authority
DTC Pipe Replacement**

Certificate G. COMPLIANCE WITH SPECIFICATIONS

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

SIGNED _____

NAME (PRINT) _____

TITLE _____

FIRM NAME _____

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Certificate H. CODE OF ETHICS AND ORGANIZATIONAL CONFLICT OF INTEREST

The respondent hereby states that it has read and will comply with 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 _____

NAME (PRINT) _____

TITLE _____

FIRM NAME _____

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Certificate I. RESPONSIBLE CONTRACTOR MINNESOTA STATUTE, SECTION 16C.285

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

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

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

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

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

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

SIGNED _____

NAME (PRINT) _____

TITLE _____

FIRM NAME _____

Subscribed and sworn to before me

this ____ day of _____, 202_

Notary Public

My Commission Expires _____, 20__

**Duluth Transit Authority
DTC Pipe Replacement**

Section 6. SPECIAL/TECHNICAL SPECIFICATIONS

Project Site and Overview

The DTA is seeking qualified firms to provide labor, materials, tools, and equipment necessary to replace piping at the Duluth Transit Center (DTC), located at 228 West Michigan Street, Duluth, Minnesota, 55802.

The DTC is Duluth's main transit hub and was built in 2012. This facility features an indoor passenger waiting area, covered boarding areas next to bus platforms, tenant offices, Skywalk access, and attached parking. The rooftop level is approximately 50,000 square feet, most of which is used for parking.

In recent years, deterioration has been observed in the horizontal branch pipes that convey stormwater from upper-level parking through the building's plenum above the main floor. In 2021, a section of pipe failed and was replaced. In 2023, video pipe inspection (VPI) revealed severe corrosion throughout this piping. As such, the DTA seeks to replace this piping with corrosion-resistant materials.

A. GENERAL

1. Compliance:

All work will be completed in accordance with all applicable code requirements of the City of Duluth and State of Minnesota, and all specifications herein.

2. Coordination of Work:

The selected Contractor will coordinate in advance with the DTA Project Manager regarding timing and locations of the work to minimize disruption to building operations, building tenants, and the public.

3. Prebid Meeting:

The DTA will conduct a prebid meeting on **Thursday, October 31, at 11:00 a.m.** The meeting will be held at the **DTC (Downtown)** facility located at 228 W. Michigan Street, Duluth, MN 55806. Interested parties who are unable to attend in person may contact kwood@duluthtransit.com for a virtual invitation. A tour of the project site will be conducted after the meeting.

4. Experience:

Bidders must be able to demonstrate at least three years' experience in the past five years in similar work and must supply three references upon request.

Bidders that are unable to demonstrate previous experience will be deemed "non-responsible" and their Bid will be rejected. Contractors who have failed to perform similar projects satisfactorily or to complete similar projects on time may be disqualified at the sole discretion of the DTA.

5. Field Measurements:

The Bidder is solely responsible for determining the actual field measurement of the project area prior to Bid submission. Bidders must satisfy themselves by examination of the Contract documents, the work site and the conditions and obstacles to be encountered in the field, and by such other means as may be necessary, as to the accuracy of the schedule of quantities of the work to be done and the intent of the Contract documents. After submission of the Bid, no complaint nor claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained and no extra compensation shall be allowed by reason of any matter or thing concerning which Bidder might have informed themselves of prior to Bidding.

6. Differing Site Conditions:

Prior to submitting a Bid, Contractor is required to perform due diligence by taking all reasonable steps necessary to ascertain the nature and condition of the work site which can affect the work or costs. Within five (5) business days of discovery, and before such conditions are disturbed, the Contractor shall give written notice to the DTA Procurement Officer of:

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a. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract or that the Contractor could not have ascertained under this Section, or:

b. Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this Contract. The Contractor shall not disturb the differing site condition for at least seven days after notice of the condition has been given to the Procurement Manager, unless permission is granted by the Procurement Manager.

c. Upon investigation by the DTA, which shall be no more than five business days after notification, the DTA will issue a finding and make a determination for an equitable contract modification that may or may not include a change in Contract price or schedule.

7. DBE Goal:

There is no DBE goal on this project. However, interested contractors are strongly encouraged to utilize small or disadvantaged business enterprises in the performance of this project.

8. Prevailing Wage Requirement:

Please note that the prevailing wage schedule attached to the bid document indicates that prevailing labor hours are defined in accordance with MN Statute 177.42(4): eight hours per day or forty hours per week. Contractors with workers who work four (4) ten-hour days must pay overtime for any hours over 8 hours per day, regardless of how many hours they work in a week. For example, if a worker works one ten-hour day in a week, they must be paid at rate of regular pay for eight hours, and time and half for two hours. Questions on this requirement can be directed to the DTA at kwood@duluthtransit.com or 218-623-4324.

9. Preconstruction Meeting:

Prior to beginning work, the Contractor shall attend a mandatory preconstruction meeting with designated DTA staff to establish schedule, contact information, staging, work progression, approval process, change order procedures, etc., to ensure a timely and successful project.

10. High-Visibility Vest Requirement:

All persons must wear a high-visibility vest while in or near work areas, parking areas and/or traffic lanes and must not interfere with bus movements. This requirement will be strictly enforced.

11. Permits:

Contractor shall obtain any and all applicable permits required for the work and shall provide a copy of them to the DTA prior to commencing work. Permit fees are the responsibility of the Contractor.

12. Change Orders:

Any change to the signed contract must be approved by the DTA Project Officer in writing, prior to the commencement of the change. All changes, amendments, additions or deletions to the original contract requested by the Contractor must be described in a Change Order request, with supporting documentation and any necessary increase or decrease in contract price indicated. These changes will include applicable project extension time requests. The DTA shall have ten (10) days to review and respond to such request.

13. Violation of Permit or Codes:

If permit or code violations are discovered in any work performed by the Contractor under this Contract, the Contractor shall immediately correct all violations at no cost to the DTA; this provision shall survive the termination of this Contract.

14. Suspension of Work, Safety or Security:

The DTA reserves the right to halt work if in its sole discretion, safety or security protocols or weather conditions are not adequate to perform the work. No additional compensation shall be afforded to the Contractor in the event the DTA suspends

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work due to safety, security, or other conditions. Contractor shall promptly rectify any identified shortcomings to the DTA's satisfaction prior to resuming work.

15. Invoices:

Invoices must be signed by an authorized officer of the Contractor and shall be itemized with a schedule of values, including change orders, as applicable. Data in the schedule of values shall include a dollar value in each line item for each portion of the work performed and for stored products.

C. SPECIAL

1. Facility Access:

- a. Hours of Operation: Public areas of the facility are open to the public between the hours of 4:30 AM – 12:00 AM Monday through Friday 5:30 AM to 11 PM on Saturday and Sunday.
- b. Office space leased by the Duluth Police Department (DPD) is not directly accessible. Pipes located within the DPD office are to be internally lined in lieu of replacement.
- c. Accessibility of other office space may be limited to regular business hours specific to that space and will be defined prior to commencement of work.

2. Timeframe for Completion:

Project must be completed within 90 days of "Notice to Proceed" from the DTA, and no later than January 31, 2025, unless otherwise approved by the Project Manager. Failure to complete the work in a timely manner may cause penalties under this contract, up to, and including, termination.

3. Phasing:

Contractor must plan the work in phases, to minimize disruptions to the DTA Operations, building tenants, and other occupants. Contractor must restrict or cordon off work areas, and take other necessary precautions, as necessary to prevent exposing occupants to hazards arising from the performance of the work, or from interfering with Contractor's performance of the work.

4. Staging and Storage:

Staging and storage areas are limited and will be defined prior to project commencement. The following conditions apply to staging and storage of materials and equipment used on this project:

- a. Contractor is responsible for the proper storage and securement of all materials and equipment to be used in the performance of this work. This includes any materials designated for re-installation on this project.
- b. Limited indoor and outdoor space on nearby DTA-owned premises may be available to Contractor for use, upon approval of the DTA Director of Maintenance. It will be solely the Contractor's responsibility to confirm the suitability of any such spaces, and provision for adequate storage elsewhere as needed.
- c. In occupied spaces, Contractor must limit the staging of materials and equipment to those ready to be installed or actively in use.
- d. Contractor must remove materials and equipment from occupied spaces when not in use.

5. Parking:

- a. Parking is limited at this facility. Contractor Parking areas will be defined prior to the start of work.
- b. Parking is not allowed on the bus platform of the main floor of the DTC parking structure.
- c. Unloading on the main floor adjacent to the bus platforms will be restricted to fifteen (15) minutes, in designated zones only.
- d. Parking for Contractor vehicles will be available on the roof level of the DTC's parking structure.

6. Protection of Building:

Supply and use all protection and procedures necessary to protect the building areas and building systems.

7. Seasonal/Climate Considerations:

The following conditions occur at this facility, which may affect the affected piping system's susceptibility to corrosion:

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- a. The primary use of upper-level floors (by percentage of surface area) is parking.
- b. The widespread use of road salt mixtures on paved surfaces in winter months, which introduces salts, sands, and other contaminants to the stormwater conveyed through the roof drains.
- c. Reduced runoff volumes during winter months due to snow removal, and resultant increases in salinity and concentration of other contaminants in runoff.
- d. Roof drains convey runoff from unconditioned spaces, through piping located in plenum spaces that span conditioned and outdoor spaces, with potential for large temperature differentials between piping and surrounding air, during colder months.

8. Access (physical access to affected systems):

Most of the piping subject to replacement is not readily accessible and is installed in the ceiling plenum.

- a. Pipe is hung from the structural ceiling, which is very high.
- b. Removal of ceiling materials is required to access pipe directly for removal and replacement.
- c. This facility has three main ceiling covering types:
 - i. Linear Metal Plank (most public areas).
 - ii. Gridded Acoustic Ceiling Tiles (office areas).
 - iii. Other types, including drywall, may also be encountered.
- d. Contractor will not be able to access the Duluth Police Department (DPD) facility directly.

9. Existing Material:

NPS 4" hubless, seamless cast iron, manufactured in accordance with ASTM A888 and CISPI 301.

10. Facility Drawings and Files:

- a. Reference Figure 1 for location of piping included in the scope of work for this project.
- b. Additional architectural drawings and diagrams of the building and its systems are available upon request.
- c. Video pipe inspection (VPI) files are available upon request.
- d. As-built drawings are not available.
- e. The DTA does not warrant the accuracy or completeness of any drawings provided, and discrepancies between building drawings do not relieve the Contractor of the duty to verify field measurements and conditions.

D. DESCRIPTION OF WORK

1. Summary of Work:

This project involves the removal and replacement of cast iron piping and fittings connected thereto with epoxy-coated and lined pipe, and internally lining a section of similar piping using cured-in-place pipe (CIPP) lining. The piping subject to replacement and lining is depicted in Figure 1. Branches 1-4 are not readily accessible, and require the removal of ceiling materials is required to access piping. Any ceiling materials removed to access piping will need to be stored and re-installed prior to Project completion.

2. Supply Equipment:

- a. Contractor must provide all lifts, staging equipment, and other equipment and tools needed for the performance of this work.
- b. Contractor may not use DTA Equipment.

3. Supply Materials:

- a. Contractor must supply new, unused materials in sufficient quantity to replace the existing horizontal branch piping as indicated in Figure 1, including all couplings and related hardware, and cured-in-place-pipe lining, where indicated.
- b. Special specifications and requirements apply to materials used on this project, and these are listed in Section E. MATERIALS – SUPPLEMENTARY SPECIFICATIONS herein.
- c. Pipe supports, restraints, insulation, and related hardware/components, must be replaced or added, where specified herein and in Figure 1, or otherwise needed.
 1. Existing pipe supports must be replaced if any of the following conditions exist:
 1. Presence of corrosion, or other deterioration or damage.

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2. Inadequate for application, or otherwise unserviceable, or not compliant with applicable plumbing codes.
 2. Contractor must allow for, in their base bid, the provision for at least 50 pipe supports, to be supplied and installed for no additional charge.
 3. If additional supports are required to ensure compliance with code, or otherwise ensure that piping is adequately supported, Contractor is responsible for installing them. and able to remain consistently sloped throughout the installation, they must be installed.
 - d. Existing ceiling materials will be re-used.
4. Replace Damaged or Defective Materials:
Any items damaged during shipment or installation (including coatings) must be replaced with new items at the Contractor's sole cost and expense, unless one of the following exceptions applies:
- a. Minor damage or defect in the coating of pipe or fittings, (chips, scratches, or voids) without deformation or voids in piping, that has been repaired in accordance with coated pipe manufacturer's instructions for epoxy coating repair.
 - b. Incidental Damage to Ceiling Materials: Contractor will not be held responsible for incidental damage to existing ceiling materials, provided that the Contractor has consistently exercised due care to prevent damage, and such damage is limited.
 - c. Contractor must report any damaged materials to the DTA so that the materials can be replaced prior to re-installation.
5. Un-Install Ceiling Materials:
Contractor must un-install and remove ceiling materials as necessary to access piping and must exercise due care to prevent damage to ceiling materials, with the exception of drywall, which may be cut and disposed of.
6. Handling, Transportation, and Storage of Ceiling Materials:
Contractor is responsible for the handling, transportation, and temporary storage of ceiling materials designated upon un-installation. Ceiling materials must be carefully handled, secured, and properly stored to prevent damage or deterioration prior to re-installation.
7. Prevent Damage to building systems:
Contractor must take appropriate preventive measures to contain contents of piping, prevent leaks, and/or divert flow to prevent water damage, or other damage to building and structures prior to disturbing the existing piping.
8. Remove Existing Piping/Hardware:
Contractor must remove all existing storm drain horizontal branch piping (including fittings connected thereto), couplings, and pipe supports for the sections highlighted yellow in Figure 1.
9. Disposition of Used Piping:
Contractor must permanently remove or dispose of piping subject to replacement from DTA facilities upon uninstallation.
10. Install New Replacement Piping:
Replacement coated piping material must be installed in accordance with all applicable building codes, and in accordance with the manufacturer's recommendations for the materials selected. This includes any required repairs and/or touch up to the epoxy coating or lining due to any incidental damage, defects, and cut ends.

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11. Install Hardware, Couplings, and Replace/Adjust Pipe Supports:

- a. Contractor must replace and install new pipe couplings and related hardware.
- b. Replacement piping supports (also referred to as “hangers”) and related hardware, or additional piping supports and related hardware must be installed if one of the following conditions exists:
 1. The existing piping support is corroded, deteriorated, damaged, or in poor condition.
 2. Additional supports are necessary to adequately support the pipe to ensure that adequate and consistent slope of piping is maintained throughout the building’s expected useful life.
- c. All Piping supports must be properly spaced and adjusted to ensure that the piping is both correctly sloped and meets all applicable requirements outlined in accordance with State of Minnesota Plumbing Code (MPC) Table 1103.2, and that adequate slope is consistent throughout the run of piping.
- d. Pipe restraints must be installed, if required by applicable building codes, to keep piping in place, even if such devices are not currently installed.

12. Option 1 - Install CIPP lining on Branch 2:

This is an option to be exercised at the DTA’s sole discretion. If exercised, Contractor must do the following:

- a. Install a cured-in-place pipe (CIPP) lining, in the sections of pipe located in the Duluth Police Department (DPD) office in lieu of pipe replacement.
- b. Reference Figure 1 for approximate location, as shown in pink.
- c. Contractor will not have access to the DPD office.
- d. CIPP lining must be installed in accordance with manufacturer’s directions and specifications for installation, including curing conditions and times.
- e. Contractor must provision for adequate ventilation to avoid exposing building occupants to chemical vapors during the installation and curing process.
- f. Prior to project closeout, Contractor must perform an inspection to verify that the CIPP lining installed is providing smooth and even internal coverage of the piping. Any evidence of uneven coating, folding, voids or other defects must be remedied promptly prior to project completion.

13. Option 2 – Replace Additional Branch of Piping

This is an option to be exercised at the DTA’s sole discretion. If exercised, Contractor must do the following: Replace piping in Branch 5 (located alongside the bus entrance, as depicted on Figure 1).

Contractor must perform items 2, 3, 4, 8, 9, 10, and 11, 14, 15, 16, 17, 18, and 20 detailed in the specifications herein for this branch of piping.

14. Testing and Inspection:

- a. Inspection: Contractor must inspect the piping to verify sufficient and adequate slope of each branch of piping and confirm that each branch is sufficiently sloped as required by applicable codes, and without any sagging or reversal of grade.
- b. Testing: Contractor must perform hydrostatic and/or other testing as required by code to ensure that each line is free of leaks, and functions properly in compliance with all applicable codes.
- c. Correction of Deficiencies: If evidence of insufficient or inconsistent slope, leaks, loss of pressure, or other nonconformance or deficiency is revealed, Contractor must immediately correct the deficiency.

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15. Inspection Report:

Contractor must submit a written and signed report, detailing the results of the Testing and Inspection results called out in Item 14 of the specifications herein for each of the horizontal branches in Figure 1. The following information must be included for each branch inspected:

- a. The branch of piping inspected, as labeled on Figure 1.
- b. The date of the inspection.
- c. The type of inspection performed, and results of such inspection
- d. Slope: minimum, maximum, and average (expressed in fractional inches per foot of run), to the nearest 1/32nd of an inch.

16. Testing Report:

For item 14.b, Contractor must report for each horizontal branch of piping tested, the following information:

- a. The type of test or inspection performed, testing media, and pressure.
- b. The results of such testing.
- c. Sign off on the inspection and testing report by a qualified individual, including the building official, inspector, or other authority, if required.

17. Install Insulation & Heat Trace:

- a. Contractor must insulate pipes where indicated in Figure 1.

18. Walk Through:

Contractor must complete a walk through with the DTA Project Manager and note any outstanding punch list items. Contractor will promptly address any outstanding items to the DTA's specifications in accordance with these requirements at Vendor's sole expense.

19. Re-install Ceiling Materials:

Contractor must re-install all ceiling materials that were removed to access and install piping.

- a. Ceilings must be restored to their original condition prior to un-installation.
- b. Contractor must notify the DTA of the number, type, and quantity of metal ceiling planks, ceiling tiles, or other ceiling materials damaged (with exception of drywall) and request replacement materials.
- c. Contractor must install, patch, and paint new drywall, in areas where drywall was cut or removed.

20. Clean Up:

Contractor must clean the work site and grounds occupied in connection with the work of all rubbish, excess material, and equipment. Worksite must be left in a neat and presentable condition. Cleanup costs must be considered as included in the prices paid for the Contract items. No additional allowance will be made therefore.

E. MATERIALS – SUPPLEMENTARY SPECIFICATIONS

Materials supplied by Contractor for use on this project must satisfy all specifications herein, in addition to conforming to the minimum requirements outlined in the applicable building codes. These supplementary requirements call out material specifications and characteristics specific to this Project, which may exceed the minimum requirements ordinarily prescribed by code and/or industry standards.

1. General Requirements (All Material Types):

- a. Compatibility: All materials supplied for use on this project must be compatible with materials with which they mate or contact, with respect to size, metal composition, and coating types.
- b. Corrosion resistance: Any materials subject to replacement, for which corrosion-resistant materials are specified, or that mate with or are otherwise in contact with corrosion-resistant materials, must also be corrosion-resistant. (For example, where corrosion-resistant coated pipe and fittings are used, shielded corrosion-resistant couplings, of similar type or equal as recommended by pipe manufacturer, must also be used).

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- c. All items supplied must meet the most stringent requirements as prescribed by: a) Applicable drawings/plans, b) applicable building and plumbing codes; c) existing installation; d) industry best practices for similar applications, e) the supplementary specifications herein.
- d. If any of the specifications herein conflict with requirements for compliance with applicable codes, the Contractor shall call this to the attention of the DTA to request clarification prior to Bidding.

2. Pipe and Fittings:

- a. Material Specifications and Grade: ASTM A888 Annex A1; CISPI 301 Annex A1 Grade B Cast Iron
- b. Type: Hubless, Seamless, Unthreaded,
- c. OD Coating: 2-part epoxy, chemical-resistant, factory-applied coating.
- d. ID Lining: 2-part epoxy, chemical-resistant, factory-applied coating.
- e. Cut end(s) of coated piping must be squared, smoothed, and touch up coating must be applied to interior and exterior circumferences of the pipe a minimum of $\frac{3}{4}$ " in from (and inclusive of) the cut.
- f. All pipe and fittings must be supplied by a single manufacturer.
- g. Pipe and fittings must be of the same diameter, schedule, and wall thickness of the existing installation, unless a different schedule or wall thickness is required to conform with applicable codes.

3. Couplings:

- a. Material Specifications and Grade: ASTM C1277, CISPI 310 Stainless steel with Neoprene sleeve,
- b. Type: Shielded, for use on hubless, unthreaded pipe.
- c. Must be corrosion resistant and compatible with the coated pipe and fittings selected for installation.

4. Pipe Supports:

All pipe supports requiring replacement must be replaced with appropriate pipe supports, that are epoxy-coated or made from corrosion- and chemical-resistant materials.

5. CIPP Lining (where specified):

- a. Must be corrosion and chemical resistant 2-part epoxy coating, similar in composition to, and compatible with, the internal lining of the adjoining replacement internally-lined piping.

6. Pipe Restraints:

- a. Pipe restraints must be installed where required by code.
- b. Pipe restraints must be permanent to the installation and must be of suitable nature for use on this project.
- c. Determining the necessity and suitability of any pipe restraints to be replaced or added will solely be the responsibility of the Contractor.

7. Insulation:

- a. 2" thick rigid, fiberglass insulation, with aluminum backing, sized appropriately for piping.

F. WARRANTY

1. Installation of material must be warranted against defective workmanship for no less than one year from final acceptance. Pipe and materials supplied by Contractor must have a 10-year warranty. Contractor shall promptly repair or replace all defective or damaged items delivered at no additional expense to the DTA.
2. Contractor shall be liable for damage to the building and contents from improper installation, including water damage, throughout the installation warranty period.
3. In the event of leaks, loss of containment, or other failure of materials installed during the warranty period, the Contractor shall respond within 24 hours of notification from the DTA to perform the repair. Should the Contractor fail to respond appropriately, DTA reserves the right to make repairs using a third party vendor or other resources. Contractor will reimburse DTA for parts and labor necessary to correct the deficiency under warranty.

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G. BID EVALUATION CRITERIA

The DTA will award the Contract to the Lowest-Priced Responsive and Responsible Bidder based on the base bid plus the options the DTA elects to exercise.

H. REQUIRED SUBMITTALS

1. The following submittals must be provided with Bid:
 - a. Materials List: A complete list of all equipment and hardware to be installed.
 - b. Timeline: A proposed timeline for the completion of all work.
 - c. Bid form & Certifications: Completed Bid Form and all required forms and certifications herein.

2. The following submittals must be provided at least 1 week prior to the preconstruction meeting:
 - a. Work Plan: Contractor must submit to the DTA, a written Work Plan for the succession of construction activities that indicates the location and estimated duration for each item in the scope of work. If access must be restricted to areas of the facility for safety reasons or to prevent interference with the work, these must be indicated in Contractor's Work Plan.

3. The following submittals must be provided prior to final payment:
 - a. A complete set of as-built plans.
 - b. Certified payrolls and lien waivers from the prime contractors and all subcontractors and/or suppliers.
 - c. A completed IC-134 Form from the State of Minnesota.
 - d. Copies of all inspection and testing reports.
 - e. A complete set of cut sheets and parts lists.
 - f. Deliver to the DTA the Contractor's guarantee and manufacturer's guarantee and warranty certificates for equipment and materials.
 - g. Acceptance of Work: A statement that all punch list items are complete and accepted by the DTA Project Manager.

Section 7. WAGE REQUIREMENTS

1. This contract is subject to the requirements of 49 U.S.C. §5333(a), the Davis-Bacon Act, the U.S. Department of Labor Fair Labor Standards Act, and the implementing regulations of the Department of Labor at 29 CFR Part 5, and Minnesota Statute 177.41 and 177.43, and the rates as set by the MN Department of Labor and Industry. The Contractor shall comply with and assure compliance with all applicable wage regulations and shall not cause the Owners to be in violation of same.
2. The Contractor hereby agrees that all persons employed by it in the performance of work covered by prevailing wage classifications shall be paid wages which are not less than the prevailing wage rates which are attached to this contract and incorporated herein by reference.
3. The Contractor hereby agrees to keep and to require all subcontractors to keep full and accurate records for a period of not less than six (6) years, clearly indicating the name and trade or occupation of every laborer, worker or mechanic employed by him in connection with the project and an accurate record of the number of hours worked by each employee and the actual wages paid therefore.
4. The Owner shall post any applicable prevailing wage determinations at the project site and/or at a place normally used to post public notices. The Contractor is responsible for providing the prevailing wage scale as provided in the contract at the job site to all subcontractors. These hours, rates and classifications must be posted on the project by the Contractor in at least one conspicuous place for the information of employees and all employees of subcontractor(s) working on the project.
5. Certified WEEKLY payroll reports are required and are to be submitted to the Duluth Transit Authority for all Contractor and subcontractor covered work in accordance with Duluth Transit Authority Certified Payroll Checklist.
6. Overtime Basis: All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 ½) times the basic hourly rate.
7. The Contractor is required to pay the highest of the two wage scales.

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POSTED WAGE SCALE

Department of Labor General Decision Number: MN20240205 Prevailing Wage Decision dated 06/07/2024 contained in **Appendix A - PWS - Federal (2024-10-24)** and Minnesota Department of Labor and Industry Prevailing Wages for State-funded Construction Projects, Construction Type, Commercial, County Number 69, St. Louis County, effective 2023-12-26 contained in **Appendix B - PWS - State MN (2024-10-24)** are incorporated in the Request for Bid Documents herein as separate attachments. Wage decisions are subject to change due to lock-in rules and revisions near the bid opening. The following files are posted and linked as separate documents on our website [website https://www.duluthtransit.com/home/doing-business/procurements/](https://www.duluthtransit.com/home/doing-business/procurements/) :

Appendix A - PWS - Federal (2024-10-24)

Appendix B - PWS - State MN (2024-10-24)

Section 8. SUPPLEMENTARY FIGURES

Figures are provided in the attachments below. These show the approximate locations and dimensions of the piping included in the scope of this project. All Plumbing General Notes, and Plumbing Keyed notes, in addition to the Markup Legend (for DTC Pipe Replacement Project) apply to this Project. Figures provided herein are not as-built drawings, and the DTA provides no warranty as to their accuracy or completeness, and do not relieve the Bidder of verifying field measurements and pertinent site conditions to his or her satisfaction prior to bidding.

The following files are posted as separate linked documents on our [website https://www.duluthtransit.com/home/doing-business/procurements/](https://www.duluthtransit.com/home/doing-business/procurements/) :

Supplementary Figure 1 – P1.02 – DTC Pipe Replacement.pdf