



REQUEST FOR PROPOSALS ELECTRIC VEHICLE SUPPLY EQUIPMENT

Duluth Transit Authority
2402 West Michigan Street • Duluth, Minnesota 55806-1988

The Duluth Transit Authority (DTA) hereby requests proposals from qualified firms to provide Electric Vehicle Supply Equipment (EVSE) for the DTA's Bus Storage Facility located at 2402 West Michigan Street, Duluth, MN 55806.

Proposals must be received no later than **11:00 AM C.S.T. on Friday, May 9, 2025**. Specifications may be viewed on our website at <https://www.duluthtransit.com/home/doing-business/procurements/> or emailed. Please contact kwood@duluthtransit.com for more information.

The DTA hereby notifies all respondents that it will affirmatively assure that in regard to any contract entered into pursuant to this advertisement, equal opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, gender, marital status, disability, or age, in consideration for an award. The DTA encourages participation of small or disadvantaged business enterprises in DTA contracts.

The DTA reserves the right to accept or reject any and/or all responses or waive any informalities, or to delay or cancel this request in the best interest of the DTA, at its sole discretion. All expenses incurred in responding to this notice shall be borne by the respondent.

RFP Schedule

Procurement Event	Location/link/email to:	Date	Time
Date of Release	DTA Procurement Website	Thursday, April 17, 2025	
Pre-Proposal Meeting	Meeting ID: 287 996 484 060 8 Passcode: zm2gk9eH	Tuesday, April 22, 2025	11:00 AM (CST)
Request for Clarifications or Approved Equals	Email to kwood@duluthtransit.com	Friday, April 25, 2025	11:00 AM (CST)
Response to Request for Clarifications	Addenda can be viewed on DTA Procurement Website	Tuesday, April 29, 2025	
Proposals Due	Email to kwood@duluthtransit.com	Friday, May 9, 2025	11:00 AM (CST)
Award	Successful proposer will be notified via email	As early as May 28, 2025	

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Section 1. General Conditions

G-1 REQUEST FOR PROPOSALS

- a. Proposals are requested from qualified firms for up to eight (8) Electric Vehicle Supply Equipment (EVSE) units, also known as “chargers”, for the DTA Operations Center, 2402 West Michigan Street, Duluth, MN 55806.
- b. This project is funded in part by a grant from the Federal Transit Administration, Assistance Listing #20.507.
- c. Proposals will be evaluated on the basis of “Best Value” 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 Proposals, to add or delete work without penalty, in the interest of the DTA.
- e. Proposers must adhere to all terms of this RFP.
- f. Proposer will bear all costs incurred in responding to this RFP.
- g. Prices shall be valid for ninety (90) days after the Proposal opening.
- h. This Contract may be subject to the approval of the DTA Board of Directors.

G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Proposals should be directed to the Procurement Manager by emailing kwood@duluthtransit.com, or calling 218-623-4324.

G-3 DEFINITION OF TERMS

Whenever the following terms are used in these 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, Proposer, or Contractor shall mean that firm subsequently receiving the Contract award from the DTA as detailed in these specifications.

G-4 SUBSTITUTIONS AND OR EQUAL

- a. Whenever brand, manufacturer model or product names are indicated in the specifications, they are included for the purpose of establishing identification and a general description of the item. Whenever a process is designated or a manufacturer’s name, brand, model or item description is given, or whenever a process or material covered by a patent is designated or described, it will be understood that the words “or approved equal” follow such name, designation or description, whether or not they do so follow.
- b. Please note that DTA personnel are NOT allowed to discuss the RFP with anyone, including Proposers, before the Proposal 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 Proposals opening. Responses to questions will be provided to all Proposers in the form of an addendum to this RFP.
- c. Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing via email no later than Friday, April 25, 2025 at 11:00 AM. 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 to kwood@duluthtransit.com and approved in writing.
- d. The replies to request under paragraph c) above will be posted in the form of an addendum to this RFP on the DTA website at www.duluthtransit.com/doingbusinesswithus on **Tuesday, April 29, 2025**
- e. It is at the sole discretion of the DTA Project Manager to accept or deny requests for “approved equals.” The Contractor cannot challenge the DTA Project Manager’s denial of an approved equal submittal either before Proposal opening or after award of the Contract.



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- f. It should be understood that using a specified brand name component and/or equipment in the specifications does not relieve the Contractor from its responsibility to accomplish the work in accordance with the warranty and other Contract requirements herein. The Contractor is responsible for notifying the DTA Procurement Manager of any inappropriate brand name component and/or equipment that may be called for in the specifications, and for proposing a suitable substitute for consideration.
- g. No oral explanation or interpretation will modify any of the requirements or provisions of the Contract documents. The DTA will assume NO responsibility for oral instructions or suggestions. Changes to the specifications will be made **only** by **written** addendum. Addendum will be posted on the DTA website at [DTA Procurement Website](https://www.duluthtransit.com/home/doing-business/procurements/) <https://www.duluthtransit.com/home/doing-business/procurements/>

G-5 PREPARATION OF PROPOSAL

Proposals must be submitted on the forms attached. All blanks in the Proposal Forms must be completed with ink or word processor. Proposals 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 Proposal. In the event any price term is expressed by the Proposer in both written and numerical form, the **written** representation shall govern in the event of an inconsistency.

Proposals shall not stipulate any condition not contained in the specifications and other documents submitted for Proposal.

Each Proposal and all papers bound and attached thereto shall be emailed in a portable document format (".pdf") attachment (including a copy of the Proposal Security) and emailed to kwood@duluthtransit.com.

Proposals must be received no later than Friday, May 9, 2025, Central Standard Time (CST). Time means local time in Duluth, Minnesota. Late Proposals will not be considered. The DTA reserves the right to accept or reject any and/or all Proposals in the best interest of the DTA, at its sole discretion.

No Proposal may be modified after submission except by written modification electronically or physically received by the DTA prior to the time set for the opening of Proposals. Modifications must be signed by the person submitting the Proposal or accompanied by an explanation as to why it is not and must indicate that it modifies the original Proposal. Modifications shall be submitted in a .pdf attachment in an email to kwood@duluthtransit.com.

G-6 WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its Proposal at any time before the time set for the opening of the Proposals only in writing addressed to the DTA marked "WITHDRAWAL OF PROPOSAL" and emailed or physically received by the DTA prior to the time for the opening of Proposals.

G-7 CONSIDERATION OF PROPOSAL

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

The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking, nor make a recommendation to award to the Proposer with the lowest Cost Proposal, if doing so would not be in the best interests of the DTA.

G-8 PROPOSAL DOCUMENTS, ADDENDA



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It is the Proposer's responsibility to assure the receipt of all procurement documents, including addenda, pertaining to this Request for Proposals. All documents will be posted online at www.duluthtransit.com/doingbusinesswithus.

G-9 PROPOSAL CONTENTS CERTIFICATION

By submitting a Proposal, the Proposer 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 Proposer to suspension or debarment proceedings, as well as other remedies available to the DTA.

G-10 DUE DILIGENCE

As required of the Proposer receiving a Contract under this RFP, due diligence is the measure of diligence and skill required of a good and competent Contractor in Proposing and performing the work as contemplated by peers in the industry and measured by standard Contracting practices commensurate with the duty to be performed and the individual circumstances of the project.

G-11 CONTRACT FORM AND CHANGES

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

A sample Contract is included in this RFP. Any proposed changes to this Contract shall be submitted to the DTA Procurement Manager no later than ten (10) days prior to Proposal due date for DTA consideration. Approval of requested changes shall be solely at the DTA's discretion. Only written change orders, amendments, or addenda, signed by the Procurement Manager and/or General Manager of the DTA shall be binding upon the DTA.

The Proposer shall at once report to the Procurement Manager any error, inconsistency, or omission it may discover in the Contract Documents. Failure to report such errors, inconsistencies or omissions immediately when the Proposer discovers them, or should have discovered them if the Proposer had conducted the Due Diligence required of the Proposer, will void any claim by the Proposer for an equitable adjustment based on the errors, inconsistencies or omissions. Additionally, if the failure to report such errors, inconsistencies or omissions results in damages to the DTA, the selected Proposer will be responsible to compensate DTA for those damages to the extent that the damages could have been avoided had the Proposer reported the errors, inconsistencies or omissions when it first discovered them, or should have discovered them.

G-12 BONDING REQUIREMENTS

Proposers must provide a certified check or Bond in the amount of five percent (5%) of the total Proposal price at the time of Proposal submittal. A one hundred percent (100%) performance and payment bond is required from the successful Proposer in accordance with the requirements herein.

G-13 PRICE COMPLETE

The price quoted in any Proposal 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 Proposal specifications although not directly specified or called for in these specifications. No advantage shall be taken by the Proposer, manufacturer, or supplier in the omission of any part or detail which goes to make the equipment complete and ready for service or use.

Proposer acknowledges and agrees that it will not and cannot assume conditions affecting the work based upon documents and information provided by the DTA or representations and statements made by DTA personnel. The DTA assumes no responsibility for any conclusions or interpretations made by the Proposer based on the information made available by the DTA. Nor does the DTA assume responsibility for any understanding reached or



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representations made concerning conditions which can affect the work by any of its officers or agents before the execution of the Contract unless that understanding or representation is expressly stated in this Contract.

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. The selected Contractor is required to know the applicable general and local codes, statutes, ordinances, rules standards, guidelines promulgated by any government agency that controls or affects the work. Should the Contract Documents have specifications, drawings, figures, footnotes etc. that violates any of the general or local codes, statutes, rules or regulations, such Contract Documents are considered to contain errors, inconsistencies, or omissions requiring the Contractor, under this Section, to report them to the DTA Procurement Manager as soon as discovered, or should have been discovered had the Contractor exercised Due Diligence as required herein. Failure to report items in the Contract Documents that violate federal state or local codes, statutes, rules, or regulations voids any claim the Contractor may have based on the errors and subjects the Contractor to the liability for such errors or omissions.

G-15 DISPOSITION OF RESPONSES

All materials submitted in response to this RFP 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. Pursuant to the statute, if a Proposer submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the Proposer must:

- Clearly mark all trade secret materials in its Proposal at the time of Proposal submittal
- Include a statement with the Proposal justifying the trade secret designation for each item,
- Respondent may not declare the entire Proposal confidential; and
- Defend any action seeking release of the materials it believes to be trade secret, and
- indemnify and hold harmless the DTA, ATE Management of Duluth, and First Group Management, Inc., and the Minnesota Department of Transportation and their agents and employees, from any judgements or damages awarded against the DTA, ATE Management of Duluth, and First Group Management, Inc., and the Minnesota Department of Transportation in favor of the party requesting the materials, and all costs connected with that defense. This indemnification survives the DTA's award of a Contract. In submitting a Proposal in response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the DTA. DTA is required to keep all basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.
- Notwithstanding the above, the above DTA may determine those items marked as trade secret materials to be public under MN Government Data Practices Act Minnesota Statutes, Chapter 13.

G-16 PROTEST PROCEDURES

Protests will only be accepted from prospective Proposers 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 the 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.



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PROTESTS BEFORE AWARD

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

The protests addressing the adequacy of 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 Finance Director 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.

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

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

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

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

PROTESTS AFTER AWARD

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

DECISION ON PROTEST

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

Following an adverse decision by the General Manager, the protestor may file a protest with FTA. For details, see FTA Circular 4220.1F, as amended, 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.



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- c. The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Finance. If, after award of this Contract or task order, the Contractor discovers a conflict of interest with respect to this Contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Finance as set forth below.
- d. The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Finance in analyzing the situation.
- e. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Finance, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Finance.
- f. If the DTA's Director of Finance, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Finance will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Finance has the discretion to terminate the contract for default. No determination by the DTA's Director of Finance under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (MAY 2014)," which is also incorporated by reference herein.
- g. 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

All local sales and use taxes which are due are to be paid by the Contractor and should be included in the Proposal price. The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax. The Proposer shall include sales tax for materials included in its Proposal and shall retain records of the amount of sales tax paid for materials for DTA review. The DTA may, at its sole discretion, elect to purchase and take immediate possession of the materials directly for incorporation into the project.

Contractor shall submit a Minnesota Form IC 134 with the request for final payment, as applicable.

Unless a Certificate of Exemption is provided, any out-of-state Proposer receiving a Proposal award will have eight percent (8%) retained from invoice payments on any contracts over \$50,000.

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 Contractor shall disclose all Subcontractors and their involvement in the project at the time of Proposal submittal.
- b. The Contractor shall ensure that procurement activities for its Subcontractors (of any tier) and Suppliers on



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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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

G-21 **REQUIRED INSPECTIONS**

The Contractor is responsible for requesting and scheduling any required building 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-22 **MINNESOTA NONDISCRIMINATION REQUIREMENTS**

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

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

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, or the Duluth Transit Authority, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

G-23 **SINGLE RESPONSE**

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

G-24 **NO ENDORSEMENT**

The Contractor must not claim that the DTA, the Federal Transit Administration or the Minnesota Department of Transportation endorses the Contractor's products or services.



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

Bond Requirements

Proposers shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the Duluth Transit Authority. The amount of such guaranty shall be equal to 5% of the total bid price for bids over one hundred seventy-five thousand dollars (\$175,000.00).

In submitting this bid, it is understood and agreed by Bidder that the Duluth Transit Authority reserves the right to reject any and all bids, or part of any bid, and it is agreed that the bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of the Duluth Transit Authority.

It is also understood and agreed that if the undersigned Bidder should withdraw any part of all of his bid within ninety (90) days after the bid opening without the written consent of the Duluth Transit Authority, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance as provided herein, it shall forfeit its bid guaranty to the extent the Duluth Transit Authority damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extend the defaulting bidder's bid guaranty shall prove inadequate to fully recompense the Duluth Transit Authority for any damages occasioned by default, then the undersigned Bidder agrees to indemnify the Duluth Transit Authority and pay over to the Duluth Transit Authority the difference between the bid guarantee and the Duluth Transit Authority's total damages so as to make the Duluth Transit Authority whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.



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Performance Guarantee

A Performance Guarantee in the amount of one hundred percent (100%) of the Contract value for contracts over one hundred thousand dollars (\$100,000) is required by the Duluth Transit Authority to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for

the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Duluth Transit Authority within ten (10) business days from Contract execution. The Duluth Transit Authority requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Duluth Transit Authority and listed as a company currently authorized under 31 C.F.R. Part 22 as possessing a Certificate of Authority as described hereunder. The Duluth Transit Authority may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal one hundred percent (100%) of the increase in the Contract price. The Duluth Transit Authority may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Duluth Transit Authority if:

1. A bank in good standing issues it. The Duluth Transit Authority will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Duluth Transit Authority is identified as the Beneficiary.
5. It is in an amount equal to **100%** of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the terms of this Contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Duluth Transit Authority and the Contractor for the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft similar to the forms attached herein to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the Contract must be furnished by the Contractor to the Duluth Transit Authority as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to the Duluth Transit Authority and listed as a company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder.



Sample Bond Certifications

Performance Guarantee Certification

The undersigned hereby certifies that the Bidder shall provide a Performance Guarantee in accordance with the Specifications.

Designate below which form of Performance Guarantee shall be provided: (example only)

- Performance Bond
- Irrevocable Stand-By-Letter of Credit

PROPOSER'S NAME: _____

Authorized Signature: _____

Title: _____

Performance Bond (example)

KNOW ALL MEN BY THESE PRESENTS: that _____ (insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and _____ (insert full name and address or legal title of Surety) as Surety, hereinafter called Surety, are held and firmly bound unto the Duluth Transit Authority as Obligee, hereinafter called DTA, in the amount of _____ dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Contractor has by written agreement dated _____, entered into a contract with the Duluth Transit Authority for Contract Number _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Duluth Transit Authority.

Whenever Contractor shall be, and is declared by the Duluth Transit Authority to be in default under the Contract, the Duluth Transit Authority have performed the Duluth Transit Authority's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Duluth Transit Authority elects, upon determination by the Duluth Transit Authority and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Duluth Transit Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not



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exceeding, the amount set forth in the first paragraph hereof. The term “balance of the contract price” as used in this paragraph, shall mean the total amount payable by the Duluth Transit Authority to the Contractor and any amendments thereto, less the amount properly paid by the Duluth Transit Authority to the Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Duluth Transit Authority or the heirs, executors, administrators, or successors of the Duluth Transit Authority.

Signed and sealed this ____ day of _____.

PRINCIPAL		WITNESS SURETY	
(example)	(SEAL)	(example)	(SEAL)
(Title)		(Title)	

Attach hereto proof of authority of officers or agents to sign bond.

Irrevocable Stand-By Letter of Credit Certificate (example)

The undersigned states that he/she is _____ (Title) of the _____ (Name of Beneficiary), known as the “Beneficiary” and hereby certifies on behalf of the Beneficiary to _____ (Name of Issuing Bank) known as the “Bank” with Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the Bank (“Letter of Credit”) that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract number _____
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____ 2025.

(NAME OF BENEFICIARY)

By: (example) _____

Its: _____

Bank Draft (example)

FOR VALUE RECEIVED

Pay on presentment to _____ (Name of Beneficiary) the sum of _____ dollars (\$)



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Charge the Account of _____ (Name of Issuing Bank) Irrevocably Standby Letter of Credit

No. _____, dated _____.

To _____ (Name of Issuing Bank)

NAME OF BENEFICIARY

By _____ (example)

Its _____

A.3 BUS TESTING

49 U.S.C. 5318(E), 49 CFR Part 665

Does not apply to this contract

A.4 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323 (J), 49 CFR Part 661

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

The Bidder or Offeror must submit to the Duluth Transit Authority the appropriate Buy America certification below with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.6, for the procurement of steel, iron, or manufactured products, use the certification below.

Certificate of Compliance with Buy America Requirements. (example)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Certificate of Non-Compliance with Buy America Requirements. (example)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for a n exception to the requirement pursuant to 49 U.S.C. 5323 (j)(2) as amended, and applicable regulations in 49 C.F.R. §661.7.

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

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

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

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

A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

It is the policy of the Duluth Transit Authority and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Duluth Transit Authority to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity



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employment requirements of this Contract. The Duluth Transit Authority shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Duluth Transit Authority may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror/s documented history of non-compliance with DBE requirements on previous contracts with the Duluth Transit Authority.

Contractor Assurance

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Duluth Transit Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

DBE Participation

For purposes of this Contract, the Duluth Transit Authority will only accept DBEs who are:

1. Certified at the time of the bid opening or proposal evaluation by the Unified Certification Program; or
2. An out of state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Duluth Transit Authority.

DBE Participation Goal

There is no DBE participation goal for this Contract.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Duluth Transit Authority or in accordance with state statutes, whichever if more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

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

A.11 ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.; 49 CFR Part 622, Subpart C

Energy Conservation – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

A.12 FLY AMERICA

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

Does not apply to this procurement



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A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213
2 C.F.R. Part 200, Appendix II (I)
Executive Order 12549, Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- 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

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

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

A.16 PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401
Does not apply to this procurement

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

49 U.S.C. 5323 (m), 49 C.F.R. Part 663
Does not apply to this procurement

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

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001, 49 C.F.R. part 31

Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)"), 29 C.F.R. part 215
Does not apply to this procurement

A.20 RECYCLED PRODUCTS

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

Recovered Materials

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



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A.21 SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402, Executive Order No. 13043
Executive Order No. 13513, U.S. DOT Order No. 3902.10

Seat Belt Use

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

Distracted Driving

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

A.22 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f), 49 C.F.R. part 605
Does not apply to this procurement

A.23 SEISMIC SAFETY

42 U.S.C. 7701 *et seq.*, 49 C.F.R. part 41; Executive Order (E.O.) 12699
Does not apply to this procurement

A.24 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655
49 C.F.R. part 40
Does not apply to this contract

A.25 TERMINATION

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

Termination for Convenience (General Provision)

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

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.



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

Waiver of Remedies for any Breach

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

Termination for Default (Supplies and Service)

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

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

Termination for 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.
3. 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)

Rights and Remedies of the Duluth Transit Authority

The Duluth Transit Authority shall have the following rights in the event that the Duluth Transit Authority deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor,



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2. either directly or through other contractors; and
3. The right to cancel this Contract as to any or all of the work yet to be performed; and
4. The right to specific performance, an injunction, or any other appropriate equitable remedy; and
5. The right to monetary damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Duluth Transit Authority, the Contractor expressly agrees that no default, act or omission of the Duluth Transit Authority shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Duluth Transit Authority directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Duluth Transit Authority will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Duluth Transit Authority takes action contemplated herein, the Duluth Transit Authority will provide the Contractor with sixty (60) days written notice that the Duluth Transit Authority considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Duluth Transit Authority's Procurement Manager. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Duluth Transit Authority General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor, and the Contractor shall abide by the decision.

Example 2:

The Duluth Transit Authority and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Duluth Transit Authority and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Duluth Transit Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Duluth Transit Authority's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by the Duluth Transit Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.



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Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Duluth Transit Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Duluth Transit Authority is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Duluth Transit Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

A. 27 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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



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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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



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(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.



Section 3. Contract (example for Proposal)

This Contract, made this ____ day of _____, 2025, by and between _____, a _____(corporation) , hereafter referred to as “Contractor”, and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as “DTA”. The DTA and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of Federal Transit Administration Contract Clauses, this Contract; Request for Proposals – Electric Vehicle Supply Equipment dated April 17, 2025, 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 executed Proposal forms 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 Proposal 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 receipt of the “notice to proceed” from the DTA and completed no later than September 30, 2025, 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, 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 equipment or services, where the equipment or services billed for or provided are in dispute, where the equipment or services or any claimed reimbursable expenses are not documented or warranted, or when the equipment or service did not conform to 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 receipt and acceptance of invoice.

Payment does not imply acceptance of work or equipment provided.

ARTICLE 6 INVOICES

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 prior 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 equipment or services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the Contract.



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ARTICLE 9 INDEMNIFICATION

The Contractor shall defend, indemnify, and save the DTA, ATE Management of Duluth, and First Group Management, Inc. harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this Contract. Said obligation does not include indemnification of the DTA, ATE Management of Duluth, and First Group Management, Inc., for claims of liability arising out of the sole negligent or intentional acts or omissions of DTA, ATE Management of Duluth, and First Group Management, Inc. but shall include, but not be limited to, the obligation to defend, indemnify and save harmless the DTA, ATE Management of Duluth, and First Group Management, Inc. in all cases where claims of liability against the DTA, ATE Management of Duluth, and First Group, Inc. arise out of acts or omissions of DTA, ATE Management of Duluth, and First Group Management, Inc. which are derivative of the negligent or intentional acts or omissions of Contractor, such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and other of such source of liability. In addition, Contractor will comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and to the work to be done and things to be supplied hereunder.

ARTICLE 10 INSURANCE

a) Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and DTA, ATE Management of Duluth, and First Group Management, Inc. from all liability described in the paragraph above.

- (1) Workers' compensation in accordance with the laws of the state of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$2,000,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance, shall be in a company with an "AM BEST" rating of A-(minus); Financial Size Category (FSC) VII or better and must be authorized in the State of Minnesota; and shall provide for the following: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, Product and Completed Operations Liability, and Independent Contractors Liability.
- (3) Contractor shall provide a builder's "All Risk" or equivalent Builder's Risk policy insuring the interest of the DTA, Contractor and any tier of Subcontractor. Builder's Risk limit of liability shall be equal to the amount of the Contract sum, plus the value of any subsequent Contract modifications, comprising the total value of the project on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made.
Property Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage, including without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, windstorm, falsework, testing and startup, temporary buildings or fixtures, debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss. This property insurance shall cover portions of work stored offsite and portions of the work in transit.
If the Property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.
- (4) Premises Liability and excess liability policies shall not have explosion, collapse, or underground property damage hazard exclusions.
- (5) Professional Liability insurance of not less than \$2,000,000.
- (6) Pollution Liability insurance of not less than \$2,000,000.
- (7) DTA, ATE Management of Duluth, and First Group Management, Inc. shall be named as an **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA, ATE Management of Duluth, and First Group Management, Inc. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.



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**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management of Duluth, and First Group Management, Inc. as an additional insured.*

- (8) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the DTA without fail not less than thirty (30) days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to DTA will render any such change or changes in said policy or coverages ineffective as against the DTA, ATE Management of Duluth, and First Group, Inc.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the DTA prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the DTA, ATE Management of Duluth, and FirstGroup Management, Inc.
- e. The Contractor's policies will be primary to any other valid and collectible insurance available to the DTA with respect to any claim arising out of the performance under this Contract.
- f. The Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- g. If the Contractor is self-insured, a Certificate of Self-Insurance must be provided to the DTA, for the DTA's approval in a form and amount acceptable to the City Attorney. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the DTA, ATE Management of Duluth, and First Group Management, Inc.
- h. The Contractor's policies must include legal defense fees in addition to its liability limits, with the exception of Professional or Technical Errors and Omissions insurance.

ARTICLE 11 RECORDS AND INSPECTIONS

a. **Establishment and Maintenance of Records**

Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Contract.

b. **Documentation of Costs**



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Contractor will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

c. Reports and Information

Contractor shall be responsible for furnishing to DTA records, data, and information as DTA may require pertaining to matters covered by this Contract.

d. Audits and Inspections

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

e. Confidentiality of Information

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

f. Ownership of Data

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

ARTICLE 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.

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

Mark Ness, Director of Maintenance

ARTICLE 14 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 15 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 16 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 17 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 18 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 19 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 20 COUNTERPARTS

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

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

By: Duluth Transit Authority

By (CONTRACTOR):

General Manager

Title: _____



Section 4 – Formal Proposal Sheets

Proposer must complete and sign all forms included in Section 4 – Proposal Sheets must be completed. Failure to complete and return the required forms listed herein may result in the Proposal being deemed nonresponsive and may result in exclusion from further consideration.

NOTE: All Proposals must be written, signed and transmitted via a .pdf attachment in an email addressed to kwood@duluthtransit.com using the provided forms herein.

4.1 Proposal Cover Sheet & Addenda Acknowledgment Form

1. Supplier Information

Name of Bidder or Proposer:

Street Address:

Phone (Primary):

Street Address 2 (Apt., Ste., Etc.):

Phone (Alternate):

City, State, Zip Code:

Email Address:

Name of Person(s) responsible for this Proposal and any pursuant Contract(s)

Title

Phone

Email

2. Addendum Acknowledgement (please list all addendum numbers and the date received):

Addendum#	Date Received	Date Received	

3. Proposal Sheets – All Completed, Signed, and Included with Proposal:

- 4.1 Proposal Sheet & Addenda Acknowledgment (this form)
- 4.2 Proof of Responsibility Statement
- 4.3 Small or Disadvantaged Business Enterprise, Veteran-owned Business (including Service Disabled Veteran Business Enterprises)
- 4.4 Subcontractors & Suppliers Listing
- 4.5 Supplier Proposal Detail Form (Parts 1-5)

4. Required Certificates – All must be signed and completed.

- Certificate A. DEBARRED BIDDERS
- Certificate B. COMPLIANCE WITH SPECIFICATIONS
- Certificate C. BUY AMERICA CERTIFICATION
- Certificate D. ANTI-LOBBYING DISCLOSURE
- Certificate E. CODE OF ETHICS AND ORGANIZATIONAL CONFLICT OF INTEREST
- Certificate F. NOTICE OF LEGAL AGREEMENT OR LITIGATION



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5. Other Required Documentation (applicable to base proposal, and any Options proposed for consideration)	Attached or Added to Document (Please specify)	File Name(s) or Page Number(s), or Title, as applicable
Technical data sheets	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
Site design guide and requirements,	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
Installation guide and requirements	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
Warranty provisions and terms.	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
6. Bonding & Insurance		
Proposal Bond (a.k.a., "Bid Bond")	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
Payment Bond/Guarantee	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
Performance Bond/Guarantee	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
Proof of Insurance	<input type="checkbox"/> Attached <input type="checkbox"/> Added to document	
6. Signatures:		
<p>Signed _____</p> <p>Print _____</p> <p>Its _____</p>		



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.

Instructions (For questions 1-9): Please provide your response in the space provided

Item	Question/Criteria	Vendor Response
1.	Name of Proposer	
2.	Street Address:	
	Street Address 2 (Apt., Ste., Etc.):	
	Street Address 3 (City, State, Zip)	
3.	Legal form of company (partnership, corporation, joint venture, etc.)	
4.	When Organized	
5.	Where Incorporated (<i>as applicable</i>):	
6.	How many years has the firm or organization been engaged in the contracting business under the present firm name?	
7.	Federal Tax ID#	
8.	DUNS#	
9.	Minnesota Tax ID# (<i>if applicable</i>)	

Instructions for Items 10-19: Please check the column corresponding to “No” or “Yes” accordingly.
If indicated by an asterisk () next to your answer, please provide details in a separate attachment.*

Item	Question/Criteria	Vendor Response	
10.	Have you ever failed to complete any work awarded to you?	<input type="checkbox"/> No	<input type="checkbox"/> Yes*
11.	Have you ever defaulted on a contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes*
12.	Have you ever been sued for services you provided?	<input type="checkbox"/> No	<input type="checkbox"/> Yes*
13.	Has your firm been charged with or convicted of a violation of a wage schedule?	<input type="checkbox"/> No	<input type="checkbox"/> Yes*
14.	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?	<input type="checkbox"/> Yes*	<input type="checkbox"/> No*
15.	Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years?	<input type="checkbox"/> No	<input type="checkbox"/> Yes*
16.	Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years?	<input type="checkbox"/> No	<input type="checkbox"/> Yes*
17.	Does your organization have a SAM Unique Identifier?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, please provide your SAM Unique Identifier in the adjacent space.		
18.	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? (If no, please explain on a separate sheet. If yes, please provide the names and contact information of three (3) references, on a separate sheet.)	<input type="checkbox"/> No*	<input type="checkbox"/> Yes*
19.	Has your firm or organization been a debtor in a bankruptcy proceeding in the last ten years? If yes, on a separate sheet of paper titled “Bankruptcy Information,” state date, court of jurisdiction, amount of liabilities and amount of assets.	<input type="checkbox"/> No	<input type="checkbox"/> Yes*



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Items 20-23: Please answer the following questions, and provide the requested information in the corresponding fields provided; Please note, some questions require additional documentation, depending on your answers.

Item	Question/Criteria	Vendor Response	
20.	Select the average range of annual gross receipts of the firm or organization for the past three years:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> \$5 million to \$10 million <input type="checkbox"/> \$10 million to \$15 million <input type="checkbox"/> Greater than \$15 million	
21.	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. <i>Please provide an explanation in a separate attachment, if required.</i>	<input type="checkbox"/> None	<input type="checkbox"/> See attached
22.	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. <i>Please provide an explanation in a separate attachment, if required.</i>	<input type="checkbox"/> None/ Not Applicable	<input type="checkbox"/> See attached
23.	The DTA has assigned the following North American Industry Classification System (NAICS) Codes for this project: <i>335132, Storage Battery chargers (except internal combustion engine-type) manufacturing.</i> If your firm believes that additional NAICS codes are applicable to this project, please provide them in the adjacent space: <i>(Please note that designation of NAICS codes does not bind or change the scope of work herein and is collected for reporting purposes only)</i>	<input type="checkbox"/> 335132 Storage Battery chargers (except internal combustion engine-type) manufacturing <input type="checkbox"/> Other (Please Specify/List)	

Item 24 (Warranty): Instructions: Review and Sign where indicated.

24.	<p>The Contractor,</p> <ul style="list-style-type: none"> 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. <p>Signed _____</p> <p>Print _____</p> <p>Its _____</p>
-----	---



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 attach copies of the applicable registration or certification.)

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

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

Signed this ___ day of _____, 20__:

Title _____



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 Listing

Subcontractor	Type of Work	S/DBE or Veteran-owned?

Supplier Listing

Supplier	Type of Supply	S/DBE or Veteran-owned?

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

Signed: _____

Firm Name: _____



4.5 Supplier Proposal Detail Form

Instructions: This Proposal Detail Form is divided into five (5) parts. All parts and fields must be completed using the forms provided below, and signed (where required), and submitted with Proposal.

Part 1 – Base Proposal Equipment Overview

Instructions: Questions 1-11 pertain to the Respondent’s base EVSE (charger) proposal. This is the charger model and configuration for which the Respondent is proposing and shall conform to the Base Specifications herein. Please answer all questions in the appropriate Response Column(s) provided.

Item#	Question/Item	Vendor’s Response		
1.	Proposer (firm) Name:			
2.	Contact Information for person responsible for Proposal and Performance of Contract:	Name:		
		Title:		
		Street Address Line 1		
		Street Address Line 2		
		City/State/Zip:		
		Phone		
		Email:		
3.	Manufacturer of the proposed Electric Vehicle Supply Equipment:			
4.	How many years has the manufacturer been in the business of manufacturing Electric Vehicle Supply Equipment (EVSE)?			
5.	What is the complete manufacturer part number for the proposed EVSE unit, as configured for the <i>base proposal</i> ?			
6.	Does any additional equipment (including accessories, optional attachments, kits, or any other parts) need to be added at the factory, for the purpose of ensuring that the model number specified in response to question 4., above, conforms to the base specifications for the EVSE?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
7.	If you answered “Yes” to Question #6, please provide the manufacturer part numbers for the additional equipment/items that must be supplied for the model listed in Question #5 to conform to the base specifications herein:			
8.	Is the proposed charger, as-configured (with any additional part number(s) listed in response to question #7, included) Buy-America Compliant?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
8.	Is the proposed charger UL 2202 certified?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	



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9.	Is the proposed charger OCPP Compliant?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
10.	Is the proposed charger comprised of two (2) or more power “modules” that allows the device to continue operating at a reduced output level, if a component affecting one of the power modules fails?	<input type="checkbox"/> No	<input type="checkbox"/> Yes, the proposed device consists of _____ power modules.
11.	List the peak power output of the proposed charger (in kW), as configured for your <i>base proposal</i> .	_____ kW	
12.	Is the AC input current rating of the proposed EVSE (“charger”) as configured, <i>100 A or less</i> ?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
13.	With respect for the manufacturer’s installation and site design requirements applicable to the installation, commissioning, and simultaneous operation of up to eight (8) of the proposed EVSE/charging units, as-configured, please indicate whether any of the following are required for the electrical infrastructure serving the equipment (Select all that apply).	<input type="checkbox"/> Supply input cable larger than size 2 AWG (copper) is required. <input type="checkbox"/> Feeder circuit breaker rating must exceed 125 A .	<input type="checkbox"/> None of these.

Part 2 – Base Proposal – Site Compatibility, Warranty, & Support Overview

Instructions: The following questions pertain to assessing equipment availability, site prep/infrastructure requirements, warranty, and customer support for the base proposal. Customer’s Site location is 2402 West Michigan Street Duluth, MN 55806.

Item	Question	Vendor’s Response
1.	Does installation and commissioning of the proposed charging unit, as configured, require any alterations or modifications to the DTA’s existing site and/or electrical infrastructure? (Note – existing site infrastructure information is available in the Technical Specifications herein).	<input type="checkbox"/> Yes
2.	With regards to your answer to question #1 above, please select the types of site alterations and/or electrical infrastructure modifications that would be needed (Select all that apply from the list in the adjacent response field).	<input type="checkbox"/> A. Supply input cable size larger than 4 AWG (but not greater than 2 AWG). <input type="checkbox"/> B. Feeder breaker rating of greater than 80 A (but not > 125 A) <input type="checkbox"/> C. Other <input type="checkbox"/> D. None of the Above.
3.	If you selected “C. Other” in response to Question #2 above, please describe the site or infrastructure deficiency that must be corrected to support the installation, commissioning, and simultaneous operation of up to eight (8) of the proposed charging unit.	



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4.	Please select and list the appropriate AC input current rating of the charger, as configured, for your <i>base proposal</i> :	<input type="checkbox"/> 64 A or less <input type="checkbox"/> 100 A or less <input type="checkbox"/> 100 A or more	
5.	Please indicate the lead time for the proposed chargers/EVSE to arrive at the DTA, (in calendar days, after receipt of order (ARO))	<input type="checkbox"/> 7 days or less <input type="checkbox"/> 14 days or less <input type="checkbox"/> 30 days or less <input type="checkbox"/> 45 days or less <input type="checkbox"/> 60 days or less <input type="checkbox"/> More than 60 days.	
6.	What is the lead time (in calendar days after receipt of order (ARO)) for completion of commissioning by a certified/approved technician upon receipt of notification that chargers have been installed?	<input type="checkbox"/> 2 days or less <input type="checkbox"/> 7 days or less <input type="checkbox"/> 14 days or less <input type="checkbox"/> 30 days or less <input type="checkbox"/> More than 30 days.	
7.	What is the base warranty period for the EVSE included in this proposal (including any optional equipment/features proposed)? (Base warranty must include at least 2 years and 10,000 charging cycles).	<input type="checkbox"/> 1 year or less. <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 5 years <input type="checkbox"/> Other (please specify):	
8.	When a claim occurs within the warranty period, which costs are considered "covered" under warranty? (please select all that apply):	<input type="checkbox"/> Parts <input type="checkbox"/> Labor (diagnostics – remote) <input type="checkbox"/> Labor (diagnostics – onsite) <input type="checkbox"/> Labor (repairs - onsite) <input type="checkbox"/> Freight from Customer to Service Center (Large items) <input type="checkbox"/> Freight from Manufacturer/Service Center to Customer <input type="checkbox"/> Parcel Shipping to Manufacturer/Service Center <input type="checkbox"/> Parcel Shipping from Manufacturer/Service Center to <input type="checkbox"/> Travel Expenses/Fee to Customer Site. <input type="checkbox"/> Other (please specify):	
9.	Please answer the following questions in the space provided, that pertain to the standard timeframes for service and repairs for the proposed unit:		
	Is the diagnostic/troubleshooting process initiated automatically using monitoring software?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (requires manual entry)
	Standard timeframe for evaluating eligibility for warranty repair/coverage?	_____ hours or ____ calendar days.	
	Complete repairs (no parts required)	_____ hours or ____ calendar days	
	Complete repairs (parts required)	_____ calendar days	
	What is the lead time for consumable and stocked parts?	_____ calendar days	
	Is same-day technician service included in this proposal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No



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	Where do parts ship from? (City, State)	
	Is same-day technician service included in this proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Where is the nearest Service Center located? (City, State)	
	Where is the nearest technician(s) based, that would be assigned to servicing this account, if awarded the contract? (City, State):	
10.	Please provide the estimated annual “out-of-pocket” cost to the DTA, per charger, for maintenance and repairs (and any related expenses such as travel fees, if applicable), <i>without purchasing any additional warranty or service plans</i> (assuming that manufacturer’s recommended maintenance schedule is followed).	
	Year	Estimated Maintenance & Repair Cost (in USD) for up to eight of the Proposed EVSE Units
	Year 1	\$
	Year 2	\$
	Year 3	\$
	Year 4	\$
	Year 5	\$
	Year 6	\$
	Year 7	\$
	Year 8	\$
11.	When a charging station has a malfunction or error code, please describe the process (in the space provided), from the time an error is evident onsite, or in the monitoring software, to getting the issue diagnosed and repaired. Please include timelines in your response.	
12.	Base proposal price (Total Price for the supply and commissioning of eight (8) of the proposed units, in accordance with all specifications herein, expressed as a lump sum in U.S. Dollars, valid for a period of no less than sixty (60) days):	\$



Part 3 – Options (Equipment & Performance Upgrades)

Instructions: The following questions pertain to any Technical “Options” that are quoted, that exceed the requirements of the base specification. The Respondent may elect to propose the inclusion of ALL options, some options, or none of the options listed below.

Options will be considered individually and must be quoted as such; if an option is included in the proposal, its addition to the final configuration shall not require the selection of additional options, unless stated otherwise herein.

For each option Listed, Respondent must indicate the Option’s availability by selecting the appropriate box in Column A, State the price (if available at an additional cost in Column B, and Must Select the Infrastructure/Site Alterations Required to support the option at the DTA’s facility, by checking the appropriate boxes in Column C.

Configuration Option	Column A. Feature Availability:	Column B. Option Price (if applicable)	Column C. Infrastructure/Site Alterations Required to support this Option (please select all that apply)
<p>Option 1: De-rating (or power limiting) ability to limit the EVSE unit’s maximum power output to a lower level <i>without permanent, irreversible alteration to EVSE.</i></p>	<input type="checkbox"/> Included/Standard (no additional cost) <input type="checkbox"/> Available (for additional cost in Column B.) <input type="checkbox"/> Not available/not offered.	\$ _____ total for up to eight (8) charging units.	<input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG). <input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A) <input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices) <input type="checkbox"/> D. None of the Above. <input type="checkbox"/> E. Other (describe below).
If “E. Other” was selected in Column C, please describe the infrastructure alterations required:			
<p>Option 2. 2nd Dispensing Cable for each EVSE unit.</p>	<input type="checkbox"/> Included/Standard no additional cost <input type="checkbox"/> Available (additional cost). <input type="checkbox"/> Not available/not offered.	\$ _____ (total for up to eight (8) charging units).	<input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG). <input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A) <input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices) <input type="checkbox"/> D. Other (describe below). <input type="checkbox"/> E. None of the Above.
If “E. Other” was selected in Column C, please describe the infrastructure alterations required:			



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<p>Option 3. Replace one standard dispensing cable per EVSE Unit to Extended-length (up to 50 ft) with Cable Management (all units)</p>	<p><input type="checkbox"/> Included or Available at no additional cost</p> <p><input type="checkbox"/> Available for an additional cost.</p> <p><input type="checkbox"/> Not available/not offered.</p>	<p>\$ _____ (total for up to eight (8) charging units).</p>	<p><input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG).</p> <p><input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A)</p> <p><input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices)</p> <p><input type="checkbox"/> D. Other (describe below).</p> <p><input type="checkbox"/> E. None of the Above.</p>
<p>If “E. Other” was selected in Column C, please describe the infrastructure alterations required:</p>			
<p>Option 4. Pairing capability (allows power output to be combined between units, to allow a single vehicle to be charged at up to twice the rate of being charged by an individual unit); (<i>requires selection of Option 2</i>).</p>	<p><input type="checkbox"/> Included or Available at no additional cost</p> <p><input type="checkbox"/> Available for an additional cost.</p> <p><input type="checkbox"/> Not available/not offered.</p>	<p>\$ _____ (total for up to eight (8) charging units, or four (4) paired units).</p>	<p><input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG).</p> <p><input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A)</p> <p><input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices)</p> <p><input type="checkbox"/> D. Other (describe below).</p> <p><input type="checkbox"/> E. None of the Above.</p>
<p>If “E. Other” was selected in Column C, please describe the infrastructure alterations required:</p>			
<p>Option 5. Simultaneous Charging capability (<i>requires selection of Option 2</i>). Allows more than one vehicle to be plugged in and charged at the same time, by splitting the power output of a single charging unit between dispensing cables.</p>	<p><input type="checkbox"/> Included or Available at no additional cost</p> <p><input type="checkbox"/> Available for an additional cost.</p> <p><input type="checkbox"/> Not available/not offered.</p>	<p>\$ _____ (total for up to eight (8) charging units).</p>	<p><input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG).</p> <p><input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A)</p> <p><input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices)</p> <p><input type="checkbox"/> D. Other (describe below).</p> <p><input type="checkbox"/> E. None of the Above.</p>



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<p>Option 6. Sequential Charging (Allows more than one vehicle to be plugged into charger at the same time; with the first vehicle charging at up to full speed, allowing 2nd vehicle to begin charging upon completion of first vehicle). <i>(requires selection of Option 2).</i></p>	<p><input type="checkbox"/> Included or Available at no additional cost</p> <p><input type="checkbox"/> Available for an additional cost.</p> <p><input type="checkbox"/> Not available/not offered.</p>	<p>\$ _____</p> <p>(total for up to eight (8) charging units).</p>	<p><input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG).</p> <p><input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A)</p> <p><input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices)</p> <p><input type="checkbox"/> D. Other (describe below).</p> <p><input type="checkbox"/> E. None of the Above</p>
<p>Option 7. Dynamic Charging (allows schedule-based or other automated, condition-based adjustment of charger output). <i>(requires selection of Option 2).</i></p>	<p><input type="checkbox"/> Included or Available at no additional cost</p> <p><input type="checkbox"/> Available for an additional cost.</p> <p><input type="checkbox"/> Not available/not offered.</p>	<p>\$ _____</p> <p>(total for up to eight (8) charging units).</p>	<p><input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG).</p> <p><input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A)</p> <p><input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices)</p> <p><input type="checkbox"/> D. Other (describe below).</p> <p><input type="checkbox"/> E. None of the Above.</p>
<p>Option 8. Other Charger Upgradeability (increased output, etc.).</p> <p>NOTE: Proposer shall NOT include options that would require the DTA to perform additional site modifications/infrastructure upgrades <i>beyond</i> those modifications listed as “approved” in the specifications herein.</p> <p>Please list the details for Option 8, including any manufacturer’s part numbers in the adjacent Space provided in columns A-C</p>	<p><input type="checkbox"/> Included or Available at no additional cost (details below)</p> <p><input type="checkbox"/> Available (at an additional cost).</p> <p><input type="checkbox"/> Not available/not offered</p>	<p>\$ _____</p>	<p><input type="checkbox"/> A. Requires supply input cable <i>larger than</i> size 4 AWG copper (<i>up to</i> 2 AWG).</p> <p><input type="checkbox"/> B. Requires feeder breaker rating <i>over</i> 80 A (<i>up to</i> 125 A)</p> <p><input type="checkbox"/> C. Requires additional above-grade conduit (for pairing devices)</p> <p><input type="checkbox"/> D. Other (describe below).</p> <p><input type="checkbox"/> E. None of the Above.</p>
<p>Details for Option 8:</p>			



Part 4 – Options– Spare Parts, Warranty, & Support (Non-Technical)

Item	Vendor Response		
<p>Option 9. Disposal/Recycling, including any available rebate or credit for up to eight (8) Tritium RT50 Pedestal-style units (DTA will un-install units; Respondent responsible for packaging, shipment/freight costs, and/or any preparation required for shipment).</p>	<p>\$ _____ (net total for up to eight (8) of the DTA’s existing RT50 charging units).</p>		<p>The amount in Column B is:</p> <p><input type="checkbox"/> <i>In addition to</i> the base proposal amount.</p> <p><input type="checkbox"/> <i>Subtracted from</i> the proposal amount or provided as a rebate or credit.</p>
<p>Option 10. Spare Power Modules (complete set for ONE charger).</p> <p>*Note: a “set” is the number of power modules the proposed charger unit uses to achieve its published specifications.</p> <p>Example: if a 80 kW charger uses two (2) 40 kw power modules, 1 set = (2) modules. For a 100 kW charger that uses (4) 25 kW modules, 1 set = four (4) modules.</p>	<p>\$ _____ (per set* of modules).</p>		
<p>Option 11 – Extended Warranty & Service Plans (Please provide the pricing for Extended Warranty coverage, for years 3-8).</p>	<p>Years 3-5 (lump sum price)</p>	<p>\$ _____</p>	<p><input type="checkbox"/> Includes all Standard Warranty Coverages/Benefits</p> <p><input type="checkbox"/> Additional Benefits/Coverages/Services Provided (Please list, and also attach a copy of your company’s Extended Warranty/Service Plan brochure and Warranty/Service Plan Terms & conditions):</p>
	<p>Years 3-8 (lump sum price)</p>	<p>\$ _____</p>	



Part 5 – References

Instructions: In the spaces provided below, please provide the names of no fewer than three (3) references who have purchased similar charging solutions from your company in the past five (5) years. The strongest references will be organizations that have purchased systems with similar requirements and features, who have had those systems in place for five (5) years or longer, and whose usage patterns/duty cycles are similar to that of the DTA.

Item #	Reference# 1	Vendor's Response
1.	Agency, Company, Organization or Municipality Name:	
2.	Contact Information	Name:
		Title:
		Street Address Line 1
		Street Address Line 2
		City/State/Zip:
		Phone
		Email:
Item #	Reference# 2	Vendor's Response
1.	Agency, Company, Organization or Municipality Name:	
2.	Contact Information	Name:
		Title:
		Street Address Line 1
		Street Address Line 2
		City/State/Zip:
		Phone
		Email:
Item #	Reference# 3	Vendor's Response
1.	Agency, Company, Organization or Municipality Name:	
2.	Contact Information	Name:
		Title:
		Street Address Line 1
		Street Address Line 2
		City/State/Zip:
		Phone
		Email:



Section 5. REQUIRED CERTIFICATES

The following certificates must be completed for this procurement and submitted with your proposal. Failure to provide the completed certificates with your proposal may result in your proposal being eliminated from further consideration:

- Certificate A. DEBARRED BIDDERS**
- Certificate B. COMPLIANCE WITH SPECIFICATIONS**
- Certificate C. BUY AMERICA CERTIFICATION**
- Certificate D. ANTI-LOBBYING DISCLOSURE**
- Certificate E. CODE OF ETHICS AND ORGANIZATIONAL CONFLICT OF INTEREST**
- Certificate F. NOTICE OF LEGAL AGREEMENT OR LITIGATION**

Certificate A. DEBARRED BIDDERS

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

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

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

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

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

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

Print Name and Title

Signature



Certificate B. COMPLIANCE WITH SPECIFICATIONS

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

SIGNED _____

FIRM NAME _____



Certificate C. BUY AMERICA CERTIFICATION

Applicable to proposals over \$150,000

Proposals or Offers not accompanied by a completed Buy America certification will be rejected as nonresponsive. *Complete only one certification, Certificate of Compliance or Certificate of Non-Compliance with Buy America Requirements*

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron, or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

OR

(Do not complete this certification if you have certified that the products meet the Buy America Requirements above.)

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Firm/Company: _____

Name: _____

Title: _____



CERTIFICATE D. ANTI-LOBBYING DISCLOSURE

(To be submitted with each bid or offer exceeding \$100,000)

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Firm/Company Name

_____ Date



Certificate E. Code of Ethics and Organizational Conflict of Interest

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Firm/Company Name

_____ Date



Certificate F. Notice of Legal Agreement or Litigation

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Firm/Company Name

_____ Date



SECTION 6. GENERAL, Special, and Technical SPECIFICATIONS

A. GENERAL	
A.1	The DTA is seeking qualified firms to provide all equipment to replace the DTA’s Electric Vehicle Charging equipment at the DTA Operations Center, located at 2402 West Michigan Street, Duluth, MN 55806.
A.2	The DTA intends to award a Contract to the responsive and responsible Offeror submitting the most advantageous proposal to the DTA for the supply and delivery of all Electric Vehicle Supply Equipment (EVSE), on the basis of “Best Value,” with price and other factors considered.
A.3	Proposers must be able to demonstrate at least three (3) years’ experience in the past five (5) years supplying similar equipment, and must be able to demonstrate that the Manufacturer of the proposed equipment has at least three (3) years’ experience supplying similar equipment.
A.4	Proposers must supply three (3) references with the Proposal. Proposers that fail to demonstrate the required experience may be deemed “non-responsible” and their Proposal 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.
A.5	<p>Contractor is solely responsible for reviewing the specifications herein and determining what electric and communication connections or other site prep modifications or other modifications to building and electrical infrastructure are required to facilitate the installation, commissioning, and operation of a fully operational units, as proposed.</p> <p>After submission of the Proposal, 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 Proposer might have informed himself prior to Proposing.</p>
A.6	There will be a preproposal meeting at 11:00 a.m. C.S.T. on Tuesday, April 22, 2025 . Attendance is not mandatory but is strongly encouraged . Attendees will be provided with a tour of the facilities after the meeting. Those who are unable to attend may request to attend the meeting virtually by emailing kwood@duluthtransit.com . To ensure that arrangements are able to be made, such requests must be provided at least 24 hours prior to the meeting.
A.7	Contractor shall attend a mandatory kickoff meeting with designated DTA staff to establish schedule, contact information, communication, approval process, change order procedures, etc., to ensure a timely and successful project.
A.8	All materials and equipment used in the project must be new and in sufficient quantity to complete the project in its entirety. No reconditioned equipment will be accepted. Any items damaged during shipment or installation must be replaced with new items at the Contractor’s sole cost and expense.
A.9	<p>All work and equipment supplied under this contract shall comply with the latest applicable standards for this type of work, including applicable of the:</p> <ul style="list-style-type: none">International Building Code (IBC)Underwriters Laboratories Inc. (UL)National Electrical code (NEC)American National Standards Institute, (ANSI)American Society for Testing and Materials (ASTM) <p>All other entities having jurisdiction</p>
A.10	The DTA reserves the right to keep all existing equipment it desires for possible reuse or sale, unless the proposer offers or quotes the option to dispose of old equipment as part of their proposal, and the DTA accepts this provision of the offer.



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A.11	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, along with any MSDS sheets or other documents related to the materials used in the work, as applicable. Permit fees are the responsibility of the Contractor.
A.12	<p>Contractor shall require all workers on the project to follow all DTA safety guidelines while performing work under this Contract, and wearing safety vests and/or safety glasses where required.</p> <p>Contractor and any subcontractors shall provide all necessary safety equipment to perform the work in accordance with OSHA standards, and shall be solely responsible for enforcing those standards. The DTA reserves the right to halt work if in its sole discretion, safety or security protocols are not adequate to safely perform the work. No additional compensation shall be afforded to the Contractor in the event the DTA suspends work due to safety, security, or weather conditions. Contractor shall promptly rectify any identified shortcomings to the DTA's satisfaction prior to resuming work.</p>
A.13	Contractor shall coordinate work hours and the work progression with DTA Project Manager to ensure as little inconvenience to the building operations as possible. Contractor shall at no time block the entrance to, or egress from the Maintenance area or Bus Storage Area without written permission from the DTA Project Manager.
A.14	Upon completion of work, Contractor shall participate in a joint walk-through with DTA staff to review completed work and prepare a punch list for Contractor. Contractor shall immediately commence work on punch list items, and shall complete the punch list work in a timely manner.
A.15	Upon conclusion of the project, Contractor shall supply a complete summary of all work completed, warranty documents and other maintenance documents provided by the manufacturer.
A.16	Invoices 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. No advance payments are permitted, the DTA will only pay for materials received or services rendered.

B. SPECIAL

B.1	<p>Existing Conditions The DTA currently has eight (8) Tritium RT50 charging stations installed inside its bus storage facility located at 2402 West Michigan Street, Duluth, MN, 55806. The existing units have been heavily used. Existing units are pedestal-style units mounted on concrete pads/islands separated by two (2) lanes for bus parking. There are eight (8) charging bays in total, broken into two lanes, with four (4) charging units each, spaced to allow adequate space for buses to be parallel parked alongside the charging stations. The DTA's battery-electric buses are up to forty-five (45) feet long, each, and charging ports are located on the right rear side of the bus. The DTA wishes to replace the chargers with minimal or no changes to the site layout to accommodate the new equipment.</p>
B.2	The intent of this Specification is to replace the DTA's existing EVSE with new equipment that is most advantageous to the DTA, with cost and other factors considered.
B.3	<p>The DTA has identified a limited number of specific alterations that it is willing to consider making to its site and existing infrastructure to satisfy the manufacturer's site design and installation requirements for equipment that confers significant performance improvements or other advantages to the DTA.</p> <p>These alterations are limited in scope and listed in the Technical Specifications in Section 6 herein, and the DTA intends to weigh the relative costs (and time) required to complete such improvements, against performance improvements it expects to obtain from equipment that may require such changes.</p>
B.4	<p>The DTA reserves the right to reject any Proposal that does not meet the minimum requirements of the DTA's base specifications herein.</p> <p>Proposals for which the equipment proposed requires substantial infrastructure alterations or improvements (beyond those listed as "approved" by the DTA in the Technical Specifications herein) for the equipment to be installed, commissioned,</p>



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	and operated in accordance with the manufacturer’s requirements and specifications herein, will be deemed nonresponsive, unless such alterations are requested as an “approved equal” and approved by the DTA via written addendum.
B.5	All EVSE is to be supplied, furnished, and commissioned by Contractor (with installation labor provided by Others). The selected Contractor will coordinate with the installer to connect the equipment to the power supply and complete commissioning, calibration, and setup of the equipment and to complete the work simultaneously. The selected Contractor may not delay the delivery or commissioning/setup of the units and will be solely responsible for any damages incurred by the DTA caused by delays in delivery and commissioning of the EVSE.
B.6	The DTA’s existing Bus Charging bays will remain in use during the installation period. Employees and personnel may be present in and around the area in vehicles and on foot. The selected Contractor must avoid extended periods of Electric Vehicle Charger unavailability to ensure that vehicles can be charged until the new system is commissioned. Timing and succession of the decommissioning and commissioning of the new system must be coordinated with the DTA Project Manager at least five (5) working days in advance.
B.7	Scope of work includes, but is not limited to: <ul style="list-style-type: none">a. the supply of eight (8) electric vehicle supply equipment (EVSE), also known as “EV Chargers” or “EV Charging Stations” in accordance with the technical specifications and performance requirements herein.b. Complete commissioning of the units, including setup and calibration of the equipment by a qualified technician, including integration of the DTA’s 3rd Party charger monitoring software (or approved equal) provided to the DTA by the Supplier (The DTA currently uses Viriciti software).c. Integrate new chargers with existing communications networks/charge management software (or new, non-proprietary software) provided by the Supplier at no additional cost to the DTA.d. Coordinate with installers to complete commissioning of the chargers, and install any applications required to meet the sequence of operation and the design/performance intent of the system.e. Provide any required training for maintenance personnel/end users.f. All products, including any software installed as part of this Project shall be the latest versions offered by the manufacturer, and the manufacturer must demonstrate to the extent possible that these products will be supported with both parts and service for a minimum of eight (8) years.g. The DTA retains the rights to all data, including documentation, and all rights to execute work to repair, replace, upgrade, and expand the system without subsequent or future dependence on the Contractor. Products requiring the use of a proprietary or other specific licensed, off-site, non-embedded software product or programming tool are not acceptable as this reduces the DTA’s options for contractors for future service.h. Any software or commissioning, calibration, or setup service necessary for a complete and operational commissioning of the selected charging unit(s) shall be included in the Cost Proposal and provided without additional cost to the DTA.i. Any required software, or any Option, including that for extended warranty, or service plan proposed for the DTA’s consideration, that is subsequently exercised prior to the shipment of equipment to the DTA, shall be considered a characteristic or attribute of the charging unit(s) upon award of that option and shall <i>not</i> be billed as a subscription or other recurring basis.
B.8	The supplied system must incorporate the ability to access all data using 3 rd Party Software without requiring the use of specific proprietary software, operator interface, and/or configuration programs.



Section C. Base Technical Specifications

Proposals that fail to demonstrate conformance to the requirements listed herein may be considered non-responsive and may be eliminated from further consideration.

C.1: Equipment & Performance Requirements - Equipment

Charger Performance & Functional Attributes

Charger (EVSE) Type	Level 3 DC Fast Charger (DCFC)
Maximum Output Power (per EVSE unit)	50 kW - 83 kW
Peak Power Efficiency	>94%
Power Factor	>98%
Output Voltage	150-1,000 V DC
Connector Types	CCS1 (SAE J1772™ Combo)
Power Modules	2 or more
Overcurrent Protection	Required
Electrical Protection	Short Circuit, Over voltage, Under Voltage, Over Current, Surge Protection, Protective Earth Continuity Monitor
Noise Level	<65 dB(A) @ 40"
Total Harmonic Distortion:	ITHD <5%

Electrical Input

Supply Input	480 V 3 phase AC (no neutral) +/-10%
Supply Frequency	60 Hz +/- 10%

Interfaces & Controls

LCD Display	Required
LED Charging Indicator	Required
Languages	English (Required)
Dispenser Cables (per unit)	Up to 2
Dispenser Cable Length (each)	11 – 24 ft
Emergency Shutoff (Cabinet)	Required
Charging Shutoff (Dispenser)	Required
Remote technical support	Required
Authentication	Not Required
Payment Interface	Not Allowed

Physical Attributes

Style/Mounting Requirements	Pedestal-Mounted Cabinet
Fireproof Cabinet (per ASTM-E 162-90)	Required

Other Requirements & Certifications

Buy America Compliant	Required
Safety Compliance	UL 2022 Listed
Electromagnetic Compatibility Certification (EMC)	FCC 47 CFR Part 15 B
UL Certified	Required

Warranty & Support

Warranty Period and Scope	2 yrs parts and remote support (minimum) not to exceed maximum number of charging cycles
Charging Cycles	Warranty must allow up to 10,000 charging cycles within warranty period
Service/Repair Response Times	1 week or less (diagnostic), 2 weeks or less (service & repair)

Technology Features

Network Protocol	OCPP 2.0.1
Connectivity	Cellular (4G or 5G), ethernet (required)
Remote diagnostics and troubleshooting	Required



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Automated and on-demand data export capability	Excel or .csv format, and as needed for import into 3 rd Party charger monitoring software.
Payment	Chargers must be fully operational <i>without</i> the use of a credit card or payment.
Web-based dashboard for monitoring and control	Required

Other Requirements

Availability (Lead Time)	Must be available for shipment within 60 days after receipt of order.
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C.2 – Compatibility Requirements, (Site conditions and Infrastructure)

The proposed EVSE/charger model (and the installation, commissioning, and simultaneous operation of eight (8) identically configured units) must be compatible with the DTA’s existing site conditions and layout, and existing electrical infrastructure, without *substantial* alteration(s) thereto, *unless listed as an Approved Modification in the table below*. Drilling holes in the existing concrete pads to allow new units to be mounted does not constitute a “substantial alteration.”

Vehicle Compatibility

Proposed charger must be compatible with the following vehicle types listed below:

Manufacturer	Vehicle Type (Description)
Gillig	All 2025 and newer 40 ft and larger battery electric transit buses
Proterra/Phoenix	All 2017 and newer 40’ and larger battery electric transit buses
Other	All current makes/models that utilize the CCS1 charging standard.
Operational data collection and reporting software systems	Must be compatible with 3 rd -Party charger monitoring and reporting software; must not require the use of proprietary software from the Manufacturer.

Operating Environment

Facility Overview	Indoor maintenance garage (not open to the public). The garage is heated to maintain ambient temperatures at or above 50°F at all times, but is not air-conditioned. Due to the cool climate characteristic of Duluth, MN region, ambient temperatures rarely exceed 90°F.
Ambient Temperature Range	50°F (min) to 80°: Typical 80°F to 90°F: Less Common 90°F to 100°F: Rare
Mounting Surface	Existing Concrete Pads (rated to 3,000#).

Electrical Infrastructure	Existing Infrastructure	Approved Modifications/Upgrades
3 ph. AC Input Cable Size/Type (to Bays)	4 AWG, THHN/THWN	Upgrade wire to 2 AWG
3 ph. AC Input Cable Size (to Chargers)	4 AWG, THHN/THWN	Upgrade wire to 2 AWG
3 ph. Overcurrent Protection Device	80 A Circuit Breaker	Upgrade breaker to 125 A
AC Input Conduit (to Bays)	2” EMT	None
AC Input Conduit (to Chargers)	1 ¼” EMT	None
Conduit for 120V (to Chargers)	¾” EMT	None

Physical Infrastructure	Existing Infrastructure	Approved Modifications/Upgrades
Existing mounting surface/locations.	Eight (8) Cast-in-place Concrete Pads installed 2017.	Removal of existing charging units, patching or drilling new holes.
Concrete Rating	3,000 psi	None
Concrete Pad Thickness	4” +/- 10%	None
Concrete Pad Width	24” +/-10%	None
Concrete Pad Length	Variable (All >8 ft long)	None
Concrete Pad Spacing (Length)	Approximately 45 ft.	None
Concrete Pad Layout Description		None



D. Optional Features and Capabilities.

The DTA has identified the following features, upgrades, and/or capabilities that exceed the Base Technical Specification requirements, that may confer additional technical, operational, or other advantages to the DTA, and may be Proposed as Options on Parts 3 and 4 of the Proposal Detail Forms.

These options are included to give proposers flexibility as availability, cost, and relative benefits of various options may differ between proposers, and so that the DTA can obtain the most advantageous proposal that confers the best value to the DTA.

Optional Features, Capabilities, and/or Upgraded Equipment*

<p>Option 1: De-rating (or power limiting) ability to limit the EVSE unit’s maximum power output to a lower level <i>without permanent, irreversible alteration to EVSE.</i></p>	<p>Optional.</p>
<p>Option 2. 2nd CCS1 Dispensing Cable for each EVSE unit.</p>	<p>Optional.</p>
<p>Option 3. Extended length cable upgrade.</p> <p>Replace one standard dispensing cable per proposed EVSE Unit to Extended-length (up to 50 ft) with Cable Management (all units)</p> <p>Please specify proposed length in Proposal. Please include additional documentation regarding this feature, if proposed.</p>	<p>Optional</p>
<p>Option 4. Pairing capability. Allows power output to be combined between units, to allow a single vehicle to be charged at up to twice the rate of being charged by an individual unit). May be desirable if pairing increases the maximum power output available to a single dispenser beyond the level of power output that could otherwise be supported by similar infrastructure and/or provides other performance advantages.</p>	<p>Optional</p>
<p>Option 5. Simultaneous Charging capability (<i>requires Option 2</i>). Allows more than one vehicle to be plugged in and charged at the same time, by splitting the power output of a single charging unit between dispensing cables.</p>	<p>Optional</p>
<p>Option 6. Sequential Charging (Allows more than one vehicle to be plugged into charger at the same time; with the first vehicle charging at up to full speed, allowing 2nd vehicle to begin charging upon completion of first vehicle). (<i>requires Option 2</i>).</p>	<p>Optional</p>
<p>Option 7. Dynamic Charging (allows schedule-based or other automated, condition-based adjustment of charger output). (<i>requires selection of Option 2</i>).</p>	<p>Optional</p>
<p>Option 8. Other Charger Upgradeability (increased output, etc.) – Free response.</p>	<p>Optional</p>
<p>Option 9. Disposal/Recycling including any available rebate or credit for up to eight (8) Tritium RT50 Pedestal-style units (DTA will un-install units; Respondent responsible for packaging, shipment/freight costs, and/or any preparation required for shipment).</p>	<p>Optional</p>
<p>Option 10. Spare Power Modules (complete set for ONE charger). *Note: a “set” is the number of power modules the proposed charger unit uses to achieve its published specifications. (Example: if a 80 kW charger uses two (2) 40 kw power modules, 1 set = (2) modules. For a 100 kW charger that uses (4) 25 kW modules, 1 set = four (4) modules.)</p>	<p>Optional</p>
<p>Option 11. Extended Warranty & Service Plans (Please provide the pricing for Extended Warranty coverage, for years 3-8).</p>	<p>Optional</p>



Section E. TERMS AND DEFINITIONS

E.1 Change Notice: A notice issued to the Contractor specifying a change in the assumed conditions of the site or a proposed change to the Contract documents or work in progress. A Change Notice may be either for design change or field change. A Cost Proposal is required to be submitted by the Contractor.

E.2 Contract Directive (“CD”): A written unilateral order signed by the DTA Procurement Manager that directs the Contractor to perform as the DTA Project Manager directs either in compliance with the work scope/technical specifications or directing a change in the work scope/technical specifications, and which may or may not list the DTA’s decision as to an increase (or decrease) in the Contract’s cost and/or schedule. The CD is issued pursuant to the “Contract Changes” article Change Order-a written bilateral order signed by the Procurement Manager and the Contractor that directs the Contractor to change the work scope, and which is issued pursuant to the “Contract changes” terms and conditions.

E.3 The cost or credit to the DTA resulting from a CD in the work and/or the changes to the Contract Schedule shall be determined in one or more of the following ways:

- a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- b. By unit prices stated in the Contract.

E.4 Change Order (CO)/Contract Amendment (CA): A bilateral document signed by the Procurement Manager and Contractor, acknowledging agreement and consent of both parties, within the parameters of the original scope of work. A Change Order does not, by itself, authorize the Contractor to perform the work described in it unless a Contract Directive specifically authorizes the Contractor to do the work. Contractor should not perform the work until it receives specific authorization. The DTA specifically reserves the right to have the work described in the Change Order performed by another Contractor or DTA personnel, at its sole discretion.

E.5 Contract Schedule or Term of Performance: The period or term of performance allowed in the Contract for completion of the work herein. The Contract Schedule is established by the DTA in the Contract and does not change unless changed by a Contract Amendment.

E.6 Final Acceptance: Final Acceptance of the work occurs when the work is fully, completely, and finally accomplished in full, absolute and in compliance with the Contract. The DTA will provide written notice of the Final Acceptance date.

E.7 Taxes. The DTA is NOT appointing the Contractor as its purchasing agent under MN Department of Revenue Notice #17-10, “Sales and Use Tax-Construction Contracts with Exempt Entities”. The Contractor will pay all sales, consumer, use and similar taxes for the material and work provided herein.

E.8 Permitting/Licenses/Inspections: All fees for permits, licenses, inspections, and other government fees directly related to the project are the responsibility of the Contractor.

E.9 The Contractor shall give all notices relating to the project as required by law, ordinance, rule or regulation and lawful orders of public authorities. If the Contractor performs work contrary to applicable laws, ordinances, codes, rules and regulations, the Contractor shall assume responsibility for such work and shall bear the costs attributable to correction.

E.10 Substantial Completion: Substantial Completion occurs when all work is sufficiently complete to allow the DTA full use of the Electric Vehicle Supply Equipment for its intended purpose, and such terms of work that remain to be done are minor in nature and can be accomplished without significant interference to DTA operations. The DTA will supply written notification of the date of Substantial Completion.

E.11 Project Commencement: The date of commencement of the work is the date on the written “Notice to Proceed” from the DTA. Contract time will be measured from the date of commencement until Final Acceptance, subject to adjustments as may be provided herein.

E.12 Prior to final payment, Contractor shall submit the following:



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- a. Certified payrolls from the prime contractors and all subcontractors and/or suppliers, as applicable.
- b. Copies of all local inspection reports, as applicable
- c. A statement that all punch list items are complete and accepted by the DTA Project Manager
- d. A final invoice including retainage, as applicable.
- e. Provide in a rigid binder, three (3) sets of equipment and system operating bulletins and instructions, including parts lists, maintenance manuals, system diagrams and electrical and control schematics (as applicable.)
- f. A completed IC 134 form from the MN Department of Revenue.
- g. Maintenance Data: Contractor shall provide maintenance and inspection data, replacement part numbers and availability and service location and telephone number.
- h. Prior to DTA's acceptance of the completed work, deliver to the DTA the Contractor's guarantee and manufacturer's guarantee and warrantee certificates for equipment and materials.

C.18 Final Payment: Final payment constituting the unpaid balance of the Contract shall be made by the DTA within thirty days after the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct non-conforming work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

C.19 The Contractor is entitled to rely on the information contained in this Scope of Work, but not that such information complies with applicable laws, regulations, and codes, which are the obligation of the Contractor to determine. In the event that a specific requirement conflicts with applicable laws, regulations and codes, the Contractor, with the approval of the DTA Project Manager, will complete the work that complies with the laws, regulations, and codes. A Change Order may be issued for such change in the work unless the Contractor recognized the non-compliance prior to execution of this Contract and failed to notify the DTA.

Section F. WARRANTY

F.1 In addition to any other warranties in the Contract, including those found in the specifications, drawings, figures and footnotes, the Contractor warrants, except as provided below, that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, and design furnished, and workmanship performed by the Contractor or any subcontractor or supplier of any tier.

F.2. The Warranty period shall continue for a period of no less than two (2) years from the date of Final Acceptance of the work, and up to 10,000 charging cycles per EVSE unit, for all units, at no additional cost to the DTA.

F.3 The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to real or personal property when that damage is the result of:

- a. The Contractor's failure to conform to the Contract requirements; or
- b. Any defect of equipment, material, or workmanship.

F.4 With regard to repaired or replaced work:

- a. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Contract.
- b. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of the repair or replacement.

F.5. The DTA Procurement Manager shall notify the Contractor in writing within a reasonable time after discovery of any failure, defect, or damage.

F.6 If the Contractor fails to remedy any failure, defect, or damage within thirty days of the notifications from DTA, the DTA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

F.7 With respect to all warranties, express or implied, from subcontractors, manufacturers or suppliers for the work performed and materials furnished under this Contract, the Contractor shall:

- a. Obtain all warranties that would be given in normal commercial practice.
- b. Assign all rights in the warranties to the DTA. Contractor shall require all warranties to be executed in writing for the benefit of the DTA, and
- c. Enforce all warranties for the benefit of the DTA if directed by the DTA Procurement Manager.



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F.8 This Warranty shall not limit the DTA's rights with respect to defects, latent defects, negligence, mistakes, or fraud.

F.9 Contractor acknowledges and agrees that performance of the Contract includes the performance of all work required under the Warranty provisions. Contractor's failure to perform under a Warranty provision is a breach of the Contract and a default. The Performance Bond must include a provision stating that it covers and guarantees the performance of the Warranty provisions.

F.10 Uncovering and correction of work.

- a. If a portion of the work is covered contrary to the requirements specifically expressed in the Contract documents, it must be uncovered for the DTA Project Manager or designee's examination and be replaced at the Contractor's expense without change in the Contract schedule.
- b. If a portion of the work has been covered which the DTA Project Manager or designee has not specifically requested to examine prior to it being covered, the DTA Project Manager or designee may request to see such work and it shall be uncovered by the Contractor. If such work is in accordance with the Contract documents, costs of uncovering the work and replacement shall be at DTA's expense via an appropriate Change Order. If such work is not in accordance with the Contract documents, correction shall be at the Contractor's expense, unless the condition was caused by the DTA or a separate DTA contractor, in which the DTA will be responsible for payment of such costs.

F.11 Correction of Work. The Contractor shall promptly correct work rejected by the DTA Project Manager or designee, or failing to confirm to the requirements of the Contract Documents, whether discovered before or after commissioning and substantial completion. Costs of corrections such rejected work, including additional testing, shall be at the Contractor's expense.

F.12 In addition to the Contractor's obligations herein, if, within one year after the date of Substantial Completion or after the date for commencement of Warranties established herein, any of the work found not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of written notice from the DTA Project Manager to do so unless the DTA Project Manager has previously given the Contractor explicit written acceptance of such condition. The DTA Project Manager or designee will give written notice promptly after discovery of the condition. If the Contractor fails to correct non-confirming work within a reasonable time, the DTA may correct the work and withhold the cost of such corrected work from payments to the Contractor.

F.13 The one-year Warranty period for correction of work shall be extended to one year after corrections are completed by the Contractor.

F.14 The Contractor will bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, caused by the Contractor's correction or removal of work that is not in accordance with the requirements of the Contract.

F.15 Nothing herein shall be construed to establish a period of limitation with respect to other obligations the Contractor might have under this Contract. Establishment of the one-year period for correction of work relates only to the specific obligation of the Contractor to correct the work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's obligations other than specifically to correct the work.

F.16 If the DTA Project Manager prefers to accept work not in conformance with the requirements herein, the DTA Project Manager may do so instead of requiring its removal and correction, in which case, the Contract sum will be equitably adjusted by Change Order. Such adjustment shall be effected whether or not final payment has been made.

Section G. TRAINING

G.1 The Proposer will include a training program for the EVSE for regular users and describe any ongoing training measures that are available to users for upgrades and other system modifications.

Section H. PROPOSAL RESPONSE

H.1 Proposer shall submit a complete Proposal with itemized prices for equipment, commissioning, in accordance with all requirements of the Base Specifications herein and any other costs applicable to the Project's Scope of Work. **Proposals must be completed on the forms included in Section 4 of this Request for Proposals.** Additional documentation shall be provided if specified



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herein or requested by the DTA for verification purposes. No additional compensation will be provided for any costs incurred in relation to responding to this Request for Proposals. Failure to utilize the provided forms, or provide any of the other required documentation as detailed in this Request for Proposals, may result in the proposal being deemed “nonresponsive” and removed from further consideration.

H.2. Upon request from the Procurement Manager or Evaluation Committee, Proposer shall provide a cost breakdown of the proposed equipment by cost of materials, overhead and profit, along with technical specifications of the proposed equipment. Overhead and profit information will be kept confidential in accordance with the Minnesota Data Practices Act.



Section 7 PROPOSAL EVALUATION

PROPOSAL RESPONSES MUST INCLUDE:

1. All Proposal forms herein must be completed, and signed where required. The DTA reserves the right to exclude a proposal from further consideration if Proposal forms are not completed to the DTA’s satisfaction.
2. Technical Specifications for the Proposed system, including warranty provisions, site design requirements/guidelines, and any related data sheets.
3. A proposed schedule/timeline.
4. All Completed, signed Proposal forms
5. All Completed, signed Required Certificates
6. A Cost Proposal in accordance with the specifications herein.

PROPOSAL EVALUATION:

All Proposals received by the deadline will be evaluated by the designated selection committee members. The DTA reserves the right to award on the basis of initial Proposal Offer without any further discussions or negotiations.

The relative importance of the factors against which responsive proposals will be judged are as follows, (where #1 indicates the most important factor, and #6 being the least important factor):

Proposal Evaluation Factors
1. Characteristics & Performance Attributes of Proposed EVSE
2. Cost (Price, and other cost-related factors)
3. Service/Support, Warranty, & Software
4. Lead Time & Availability
5. History, References
6. Other Matters

These criteria apply to both the “Base” Proposal and any options or upgraded features that are included in the Proposer’s Offer.

Basis for Contractor Selection: The DTA intends to award the Contract for this Project to the responsive Proposer whose Proposal is determined to be the most advantageous to the DTA, on the basis of “Best Value” with respect to cost and other factors considered as outlined above.

Timeline for Award:

It is anticipated that the proposal evaluation and selection will be completed by **May 28, 2025**. DTA may request clarifications to the Proposer’s submittal, or at the DTA’s option, a virtual presentation of the proposed product may be required before final evaluations are completed.

Competitive Range

The DTA reserves the right to, in its sole discretion, to establish a “competitive range,” of responsible Offerors to restrict further evaluations, clarifications, discussions, and/or negotiations to those Offerors who have a reasonable chance of being selected for Contract Award based on the information provided in their Proposal, against the evaluation criteria and qualification requirements herein.

Compliance with Specifications

The Committee will evaluate the Proposed EVSE with the Specifications herein for compliance to the DTA’s requirements and preferences, terms and conditions, warranty, and other salient qualities of the Proposed system.

BEST VALUE EVALUATION OF THE COST PROPOSAL

All costs related to the Proposal and Options will be evaluated. The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking nor make a recommendation to award to the Proposer with the lowest Cost Proposal if doing so would not be in the best interests of the DTA.



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EVSE Characteristics & Performance Attributes

The Committee will evaluate the quality and performance capabilities and other attributes of the EVSE for the intended useful life for installed products, replacement cost and ongoing maintenance requirements, as well as availability and risk of obsolescence over the course of the contract.

Options

The same evaluation factors will be applied to Options as the base proposal. The DTA intends to award the Contract to the responsive and responsible offeror that submits the Proposal (including any combination of Options offered) that is determined to be the most advantageous to the DTA, conferring the “Best Value” with cost and other factors considered. Options will be evaluated individually (and should be offered as such) except for in the case in which a certain option that the DTA elects is required to support the function of another option.

Cost (Price, and other cost-related factors)

Evaluation of costs will include price as well as other cost-related factors that may impact the cost of implementation (such as required infrastructure upgrades) and total cost of ownership.

Service/Support, Warranty, & Software

Evaluation of the Proposer’s Warranty, robustness of warranty/service, level of service offered, coverages, and software compatibility/capabilities.

History & References

Proposer must provide a minimum of three references, including contact person, job title, telephone number and email address using the References form provided herein. Factors that influence the strength of the “References” provided (aside from the favorability of their responses) include the duration of the customer’s experience using the Offeror’s product/service, the degree of similarity of the system to the proposed, the reference organization’s experience with other competing process from which to provide a meaningful comparison, and the degree of similarity of the Reference to the DTA, with respect to size and similarity of Project, type of equipment, usage levels/patterns, etc. References may also be asked to describe a problem that they encountered with the Offeror’s equipment, service, warranty, etc., and how the Offeror addressed the problem for the customer, whether it was addressed to their satisfaction, and the recurrence of similar problems. Proposers are advised to offer more than three (3) references, which may be submitted on a separate sheet of paper or attached to the provided form.

Other Matters

Other matters may include, but are not limited to Proposer’s timeline, Proposer’s performance on prior DTA contracts, use and qualifications of subcontractors, or other matters as determined by the Evaluation Committee.