



Duluth Transit Authority

REQUEST for PROPOSALS

RFP# 2025.09.26

**FOR
BUS WASH SYSTEM**

September 26, 2025

Duluth Transit Authority

2402 W. Michigan St · Duluth, MN 55806

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

email: hborn@duluthtransit.com

**Duluth Transit Authority
Bus Wash System**

**Duluth Transit Authority
Request for Proposals
Bus Wash System**

The Duluth Transit Authority (DTA) hereby requests proposals from qualified firms to provide an automated bus wash system for the DTA's Bus Storage Facility located at 2402 West Michigan Street, Duluth, MN 55806.

Proposals must be received no later than **1:00 p.m., Tuesday, November 18, 2025**. Specifications and bid requirements are contained herein.

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 of Event, or link/email	Date	Time
Date of Release	Online: https://www.duluthtransit.com/home/doing-business/procurements/	September 26, 2025	
Prebid Meeting	Duluth Transit Authority 2402 W. Michigan St. Duluth, MN 55806	October 21, 2025	10:00 a.m.
Request for Clarifications	Email to: hborn@duluthtransit.com	October 28, 2025	10:00 a.m.
Response to Clarifications	Written Addendum on Website https://www.duluthtransit.com/home/doing-business/procurements/	November 4, 2025	
Proposal Due Date	Email to: hborn@duluthtransit.com	November 18, 2025	1:00 p.m.
Award	Successful bidder will be notified via email	As early as December 18, 2025	

**Duluth Transit Authority
Bus Wash System**

Table of Contents		Pages
	RFP Schedule	2
Section 1	General Conditions	4-11
Section 2	Federal Transit Administration Contract Clauses	12-28
Section 3	Contract (example for RFP)	29-33
Section 4	Proposal Sheets	34-38
Section 5	Required Certificates	39-47
Section 6	Technical Specifications	48-57
Section 7	Proposal Evaluation	58-59
Section 8	Wage Requirements	60-79
Section 9	Checklists	80
Attachment A	Photos of Existing Bus Wash System	81-85
Attachment B	Drawing Info of Current System	86-88

**Duluth Transit Authority
Bus Wash System**

Section 1. GENERAL CONDITIONS & MANDATORY CLAUSES

G-1 REQUEST FOR PROPOSALS

- a) Proposals are requested from qualified firms for an automated Bus Wash System 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 shall be on the basis of total project costs for the project under the following requirements and conditions, which shall be considered an essential part of the Contract Documents.
- d) The DTA reserves the right to accept and/or refuse any or all 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 good for ninety (90) days after the proposal due date.
- h) Proposal must include a W-9.
- i) Proposals to include all relevant info concerning the submitted proposal.
- j) This Contract is subject to the approval of the DTA Board of Directors.
- k) A Pre-bid meeting will occur per the time and place listed on the RFP Schedule. It will begin with a review of the RFP and end with an on-site viewing of the current bus wash system. Attendance is not mandatory but strongly encouraged. Please RSVP to hborn@duluthtransit.com with your company's name and # of attendees.

G-2 INQUIRIES

All inquiries and other correspondence relating to this Request For Proposals should be emailed to hborn@duluthtransit.com . Email subject line must contain '***Inquiry – Bus Wash RFP# 2025.09.26.***'

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.
- d) Equipment, materials, and work can be interpreted as interchangeable.

G-4 SUBSTITUTIONS AND OR EQUAL

- a) Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal".
- b) DTA officials are NOT authorized to discuss this RFP with anyone, including Bidders, before the Bid submission deadline without permission, except that prime contractors and/or subcontractors may make appointments to discuss these specifications with the Procurement Manager. This, however, does not relieve them from the written documented request required by paragraph c) below. Where prior approval is called for in the specifications, it means prior to the proposal due date. 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 **time & date listed on RFP Schedule**. Any request for an approved equal must be fully

**Duluth Transit Authority
Bus Wash System**

supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specifications that pertain to an item under consideration. The supporting evidence for the approved equal must be submitted with the request for approval. All requests must be submitted via email unless otherwise approved by the DTA Procurement Manager in writing.

- 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 per the **time & date listed on RFP Schedule**.
- e) Changes to the specifications will be made only by written addendum. Addendum will be posted on the DTA website at www.duluthtransit.com. It is the Bidder's responsibility to obtain all documents available for this RFP.

G-5 PREPARATION OF PROPOSAL

Proposals must be submitted on the forms attached. All blanks in the proposal form must be completed. 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 required documents shall be emailed using subject line **"Bus Wash System RFP – RFP#2025.09.26"** to: hborn@duluthtransit.com

Proposals must be received no later than the **time & date listed on RFP Schedule**. 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 Authority.

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 proposal due date. 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 hborn@duluthtransit.com.

G-6 WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its Bid at any time before the bid closing date. Proposals withdrawal requests shall be sent to hborn@duluthtransit.com, using subject line **"WITHDRAWAL OF PROPOSAL – Bus Wash System RFP# 2025.09.26"**, before the time set for the proposal due date.

G-7 CONSIDERATION OF PROPOSAL

The DTA reserves the right, in the determination of the most 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

**Duluth Transit Authority
Bus Wash System**

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 will choose the proposal that is the best value for the DTA.

G-8 PROPOSAL DOCUMENTS, ADDENDA

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 <https://www.duluthtransit.com/home/doing-business/procurements/>.

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 Bidder to suspension or debarment proceedings, as well as other remedies available to the DTA.

G-10 CONTRACT FORM AND CHANGES

The chosen Proposer, within twenty (10) 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-11 BONDING REQUIREMENTS

Proposers must provide a Bond or certified check in the amount of five percent (5%) of the total proposal price at the time of proposal submittal. An electronic copy of the Bond or certified check is to be included with submitted proposal, with original to be mailed to: Duluth Transit Authority, ATTN: Hector Born, 2402 W. Michigan Street, Duluth, MN 55806 within 1 week of Bid Closing.

A one hundred percent (100%) performance and payment bond is required from the successful Proposer in accordance with the requirements herein. Performance Bond to be mailed within (10) days of contract award.

G-12 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

**Duluth Transit Authority
Bus Wash System**

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 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-13 DOCUMENTATION

The Contractor shall provide a complete listing of all products used to supply the Bus Wash system; including all manuals, drawings, and other related documentation to be provided to the DTA in electronic (PDF) format.

G-14 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS

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

G-15 DISPOSITION OF 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, and ATE Management of Duluth, and the Minnesota Department of Transportation and their agents and employees, from any judgements or damages awarded against the DTA, and ATE Management of Duluth, 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.

**Duluth Transit Authority
Bus Wash System**

- 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 protest including copies of relevant documents
- A statement as to what relief is requested

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

PROTESTS BEFORE AWARD

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

The protests addressing the adequacy of 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 proposal due date. 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.

**Duluth Transit Authority
Bus Wash System**

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) The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Administration. If, after award of this Contract or task order, the Contractor discovers a conflict of interest with respect to this Contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Administration as set forth below.
- c) The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Administration in analyzing the situation.
- d) The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Administration, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Administration.
- e) If the DTA's Director of Administration, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Administration will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement

**Duluth Transit Authority
Bus Wash System**

the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Administration has the discretion to terminate the contract for default. No determination by the DTA's Director of Administration under this clause shall be reviewable under FAR Clause 52.233-1, "Disputes Clause (MAY 2014)," which is also incorporated by reference herein.

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

G-18 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax. Please note Minnesota Department of Revenue Notice #17-10, "Sales and Use Tax" for further information.

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

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 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 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 Manager, 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.

**Duluth Transit Authority
Bus Wash System**

- 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.

**Duluth Transit Authority
Bus Wash System**

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

**A.1 ACCESS TO RECORDS
49 U.S.C. § 5325(g)**

Clause Language

- 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.

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

Duluth Transit Authority Bus Wash System

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: _____

**Duluth Transit Authority
Bus Wash System**

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 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

_____ (example) _____ (seal)
_____ (title)

WITNESS SURETY

_____ (example) _____ (SEAL)
_____ (Title)

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

**Duluth Transit Authority
Bus Wash System**

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 (\$)

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 _____

End of Section

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

Clause Language

Applicable for projects over \$150,000.

Buy America

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.

**Duluth Transit Authority
Bus Wash System**

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)

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third-party contractors and their contracts at every tier and subrecipients and subcontracts at every tier.

Model Clause/Language

The Contractor agrees:

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

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

Clause Language

Civil Rights and Equal Opportunity

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

Under this Agreement, the 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

Duluth Transit Authority Bus Wash System

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 be employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 *et. Seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.*, and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Clause

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

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

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Duluth Transit Authority shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Duluth Transit Authority may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror/s documented history of non-compliance with DBE requirements on previous contracts with the Duluth Transit Authority.

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;

**Duluth Transit Authority
Bus Wash System**

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

DBE Participation Goal

There is no DBE participation goal for this Contract.

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

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

A.10 EMPLOYEE PROTECTIONS

49 U.S.C. §5333(a), 40 U.S.C. §§3141-3148

29 C.F.R. Part 5, 18 U.S.C. §874

29 C.F.R. Part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. Part 1926

Clause Language

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

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

**Duluth Transit Authority
Bus Wash System**

These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

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

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

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

A.11 ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.; 49 CFR Part 622, Subpart C

Clause Language

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

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

Does not apply to this procurement

A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213
2 C.F.R. Part 200, Appendix II (I)
Executive Order 12549, Executive Order 12689

Clause Language

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

**Duluth Transit Authority
Bus Wash System**

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

Clause Language

Applicable to contracts of \$100,000 or more.

Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Clause Language

No Federal Government Obligation to Third Parties.

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

A.16 PATENT RIGHTS AND RIGHTS IN DATA

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

Does not apply to this procurement

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

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

Does not apply to this procurement

**Duluth Transit Authority
Bus Wash System**

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.

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

**Duluth Transit Authority
Bus Wash System**

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)

Clause Language

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Duluth Transit Authority may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Default (Supplies and Service)

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.

Duluth Transit Authority Bus Wash System

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 compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Duluth Transit Authority resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Duluth Transit Authority in completing the work.

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

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

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

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

A.26 VIOLATION AND BREACH OF CONTRACT

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

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

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

Duluth Transit Authority Bus Wash System

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.

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.

**Duluth Transit Authority
Bus Wash System**

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

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

**Duluth Transit Authority
Bus Wash System**

(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

**Duluth Transit Authority
Bus Wash System**

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

(d) Reporting requirement.

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

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

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

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

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

A. 29 NOTICE OF LEGAL AGREEMENT OR LITIGATION

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

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

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

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

**Duluth Transit Authority
Bus Wash System**

A.30 FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

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

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

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

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

A. 31 TRAFFICKING IN PERSONS

FTA MA(19) February 7, 2022, Sec (F) Section 106(g) of the
Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. §7104(g) and 2 C.F.R. Part 175

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

Prohibition:

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

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

**Duluth Transit Authority
Bus Wash System**

Section 3. Contract (example for Proposal)

This Contract, made this ____ day of ____, 2022, 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# _____ dated XXXXXXXX XX, 2025, including the General Conditions and Mandatory Clauses; Technical Specifications & Drawings; prevailing wage schedules, all addenda issued prior to and all modifications issued after execution of the Contract; and the executed proposal form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 THE WORK

The Contractor shall perform the work, removal and disposal of existing Bus Wash System and supply and install of new Bus Wash System required by the Contract Documents for this Request for Proposal in accordance with the generally accepted standards for this type of work.

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall begin upon "notice to proceed" from the DTA and completed no later than XXXXX XX, 2025, unless otherwise terminated as set forth herein.

ARTICLE 4 CONTRACT SUM

The DTA shall pay the Contractor in current funds for the removal and disposal of existing Bus Wash System and supply and install of new Bus Wash System as detailed in RFP# _____, the amount of \$ _____ as provided in the Contract Documents in the amount accepted.

ARTICLE 5 PAYMENTS TO CONTRACTOR

Lump sum payment will be made for the project upon its completion and acceptance. Terms of payment shall be thirty (30) days net from the receipt of accepted invoice.

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

ARTICLE 6 INVOICES

All invoices shall reference the Contract Number# _____, and include any required supporting documentation as part of delivery. Invoices are to be emailed to finance@duluthtransit.com, Cc: hborn@duluthtransit.com

**Duluth Transit Authority
Bus Wash System**

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 completion date or schedule. However, such notification or request or acceptance of belated work 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 services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the Contract.

ARTICLE 9 INDEMNIFICATION

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

ARTICLE 10 INSURANCE

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, and ATE Management of Duluth, from all liability described in the paragraph above.

- a. Workers' compensation in accordance with the laws of the state of Minnesota.
- b. Commercial General Liability (CGL) and Automobile Liability Insurance with limits not less than \$2,000,000 Single Limit or \$1,000,000 single limit with a \$1,000,000 umbrella policy in a company approved by the DTA and shall provide for the following:

**Duluth Transit Authority
Bus Wash System**

- i. Premises and Operations Bodily Injury and Property Damage, Blanket Contractual Liability, Product and Completed Operations Liability.
- ii. Independent Contractors Liability (applicable only if subcontractors are used).
- iii. Coverage for claims arising from acts or omissions of contractor, its employees, agents, and representatives, including subcontractors.
- iv. Premises Liability and excess liability policies shall not have explosion, collapse, or underground property damage or environmental hazard exclusions.
- c. Additional Insured: DTA and ATE Management of Duluth SBC shall be named as Additional Insured under Commercial General Liability, Excess/Umbrella Liability*, and Automobile Liability. Alternatively, Contractor may provide an Owners-Contractors Protective policy naming itself and DTA/ATE Management of Duluth SBC.

*An umbrella policy with a "following form" provision is acceptable if the underlying policy names DTA and ATE Management of Duluth SBC as Additional Insured.

- d. 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.
- e. Certificates showing that Contractor is carrying the above-described insurance in the specified amounts shall be furnished to the DTA within (10) days of the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.

ARTICLE 11 RECORDS AND INSPECTIONS

- 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
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

**Duluth Transit Authority
Bus Wash System**

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 SUBCONTRACTING AND ASSIGNMENTS

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

ARTICLE 15 EXTENT OF AGREEMENT

This Contract represents the entire and integrated agreement between the DTA and the Contractor and supersedes all prior negotiations, representations or agreements, either written

**Duluth Transit Authority
Bus Wash System**

or oral. This Contract may be amended only by written instrument signed by both the DTA General Manager and Contractor.

ARTICLE 16 GOVERNING LAW

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

ARTICLE 17 RIGHTS AND REMEDIES

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

ARTICLE 18 NO THIRD PARTY RIGHTS

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

ARTICLE 19 CANCELLATION

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

ARTICLE 20 SEVERABILITY

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

ARTICLE 21 COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed 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: _____

**Duluth Transit Authority
Bus Wash System**

Section 4. FORMAL PROPOSAL SHEET Bus Wash System

Cost	
Deliverables	Fixed cost (not to exceed)
Removal and disposal of existing Bus Wash	
Supply & Install New Bus Wash System <i>Including manuals & training, etc.</i>	
Other:	

Proposed Timeline	
Deliverables	Estimated Time (business days)
Removal and disposal of existing Bus Wash	
Site Prep Work	
Mechanical Install	
Electrical Install	
Start-up & Commissioning	
Training DTA Staff	

NOTE: All Proposals must be signed and transmitted via a .pdf attachment in an email to hborn@duluthtransit.com, using subject line **"Bus Wash System RFP – RFP# 2025.09.26"**

PROPOSAL DEPOSIT REQUIREMENTS: Yes

Firm Name: _____

Mailing Address:
Rec'd

Addendum Acknowledgment
Number Date

CITY STATE ZIP CODE

By: _____
(PRINT NAME) TITLE

PHONE NO. _____

Signature: _____

Email: _____

**Duluth Transit Authority
Bus Wash System**

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

Warranty:

The Contractor,

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

Signed:

Title _____

**Duluth Transit Authority
Bus Wash System**

**4.2 SMALL OR DISADVANTAGED BUSINESS ENTERPRISE, VETERAN-OWNED
BUSINESS (INCLUDING SERVICE DISABLED VETERAN BUSINESS ENTERPRISES)**

1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA?
No ____ Yes ____ (If yes, please provide a copy of the registration.)

2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?
No ____ Yes ____ (If yes, please provide details and copies of the applicable registration or certification.)

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

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

Signed this ____ day of _____, 20__:

Title _____

Duluth Transit Authority
Bus Wash System

4.3

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

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

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

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

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

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

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

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

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

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

Signed: _____

Firm Name: _____

Section 5.

REQUIRED CERTIFICATES

Certificate A. DEBARRED BIDDERS

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

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

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

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

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

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

Print Name and Title

Signature

Duluth Transit Authority
Bus Wash System

Certificate B. PERFORMANCE AND PAYMENT GUARANTY

Performance Guarantee Certification

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

Designate below which form of Performance and Payment Guarantee shall be provided:

_____ Performance and Payment Bond

_____ Irrevocable Stand-By-Letter of Credit

BIDDER'S NAME: _____

Authorized Signature: _____

Title: _____

Date: _____

**Duluth Transit Authority
Bus Wash System**

Certificate C. BUY AMERICA REQUIREMENTS, 49 U.S.C. 5323 (J), 49 CFR Part 661
(applicable to bids over \$150,000)

Buy America

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 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: _____

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: _____

Company: _____

Name: _____

Title: _____

Duluth Transit Authority
Bus Wash System

Certificate D.

LOBBYING RESTRICTIONS

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

SIGNED _____

FIRM NAME _____

**Duluth Transit Authority
Bus Wash System**

Certificate E. NOTICE OF LEGAL AGREEMENT OR LITIGATION

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

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

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

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

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

SIGNED _____

FIRM NAME _____

Duluth Transit Authority
Bus Wash System

Certificate F. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

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

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

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

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

SIGNED _____

FIRM NAME _____

Duluth Transit Authority
Bus Wash System

Certificate G. COMPLIANCE WITH SPECIFICATIONS

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

SIGNED _____

FIRM NAME _____

Duluth Transit Authority
Bus Wash System

Certificate H. CODE OF ETHICS AND ORGANIZATIONAL CONFLICT OF INTEREST

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

SIGNED _____

FIRM NAME _____

Duluth Transit Authority
Bus Wash System

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

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

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

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

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

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

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

SIGNED _____

TITLE _____

FIRM NAME _____

Subscribed and sworn to before me
this ____ day of _____, 202__

Notary Public

My Commission Expires _____, 20__

SECTION 6. TECHNICAL/SPECIAL SPECIFICATIONS

PART 1 GENERAL

- a. The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this contract.

PART 2 RELATED WORK

- a. Removal of existing Bus Washer
- b. Site preparation work
- c. Concrete
- d. Mechanical
- e. Electrical
- f. Bus Wash Spray Shield

PART 3 QUALITY ASSURANCE

- a. The system shall be produced by a manufacturer of established reputation with a minimum of five (5) years experience supplying specified equipment in similar applications.
- b. Installation: Provide a qualified manufacturer's representative to supervise all work related to equipment installation, check out and start-up.
- c. Training: Provide technical representative to train Owner's maintenance personnel in operation and maintenance of specified equipment.

PART 4 SUBMITTALS

1. Product Data

- a. This bid is for a custom engineered vehicle wash system for the transit bus fleet washing. The intent is to install a combination friction / touchless bus wash system that is capable of washing all of the DTA's transit fleet vehicles. All systems and designs have to be prepared and engineered along the Owner's set design and engineering parameters. The bidders have to include all technical information, drawings and documentation as per listed herein. Information submitted has to be per these requirements and shall provide the Owner and/or the Owner's representatives adequate information to make a complete evaluation of the proposed system(s) and its performance.
- b. **Site specific drawings** must be prepared and submitted as requested_with bill of materials **for the Bus Wash System** for the following drawings:
 1. Plan View
 2. Side View with pit side view
 3. End View
 4. Bus Wash System plumbing Schematic
 5. Electrical layout
 6. Equipment Layout with Bill of Materials List for all supplied components
 7. 3-D Piping view
 8. Concrete Layout
 9. Any connections to and from the bus wash system and any modifications to the existing settling pits.
 10. Provide UL listing card or equivalent document of Nationally Recognized Testing Laboratories from the company building the electrical panel(s) and attach with

**Duluth Transit Authority
Bus Wash System**

the electrical drawings indicating that the electrical panels will be built to the required standards (see section 11.10 Electric Control Panel).

11. A reference list of the bidder. Such list shall include references to the sites that are totally touchless, combination of touchless and friction and friction systems.
 12. Provide name of contact person at each location who is familiar with the operation and maintenance of the bus wash system.
 13. Based on the information supplied and discussions with contact persons named, the engineer will determine the acceptability of the proposed supplier and the equipment.
- c. The above information must be complete in all details and must provide the Owner the basis for the proposed system evaluation. The submitted drawings shall be corrected for the details after the completion of the system installation for the as-built drawings.
- d. This project is a custom engineered vehicle wash facility design and must be accompanied by the technical information as specified herein.
- e. Operation and Maintenance Manual
1. One O&M Manuals shall be submitted with the bid packages
 2. Provide copies of the proposed system Operations and Maintenance Manuals.
 3. Assemble and provide copies of manual in 8.5 x 11 inch format. Fold out diagrams and illustrations are acceptable. Manuals to be reproducible by dry copy method. A PDF copy is also required.

2. Deviations From These Specifications (Approved Equals)

- f. **These specifications are not designed to limit the competition or to limit the equipment to any specific bidder.** Requests for deviations from specifications and Approved Equals need to be submitted no later than October 28, 2025 per RFP schedule. Responses will be posted on DTA website as an addendum, see RFP Schedule for details. The specifications can be modified and altered from the system specifications as listed herein as follows:
1. The concept of making the new system a combination of friction for sides and touchless for front/rear cannot be substituted.
 2. If the specifications call for "no substitution" the item(s) are considered to be commonly available and shall be provided as specified.
 3. All specified **GPM and PSI** are listed as minimum and must be met or exceeded
 4. All specified materials are minimums and must be met or exceeded. Lower grade material cannot substitute higher grade material. Material listing from lowest grade to higher grade is as follows:
 - (a) Galvanized steel (lowest acceptable for any application)
 - (b) Aluminum
 - (c) Stainless steel 304
 - (d) Stainless steel 316
 5. The performance where it is specified for timing (such as opening, closing times), sizing (such as microns for cyclone filter, pump intake filter, etc.) or other specific performance features must be met or exceeded.
 6. The number of equipment packages, modules, number of pumps, arches and all other components listed herein must be met or exceeded.
 7. All wash equipment functions are minimums that must be met or exceeded. All deviations from the specified equipment performance must be fully documented

**Duluth Transit Authority
Bus Wash System**

with the drawings, engineering calculations and clearly explained why the proposed system meets and exceeds the specifications. The responsibility to meet the specified performance shall be bidders.

8. All motors must be energy efficient.
9. All proposal deviations from the specifications shall be supported by contact names, phone numbers and email addresses where such equipment has been in use in similar applications. Details on the application with drawings shall be submitted with the bid package.
- g. Regardless of the owner's approval for any deviations and/or changes, the supplier is solely responsible for the performance of the supplied equipment as per these specifications.
- h. If any part of the specifications is calling for components that are either a patented system or are available only for a single bidder, Owner shall approve the substitution by the bidder performing similar function as the patented system. The burden of proof that the specifications unfairly favor only one bidder is on the supplier making such complaint. It is the intent that these custom specifications for the hybrid bus wash can be built and supplied by any supplier willing and capable to undertake such a task.

3. Supplier's Qualifications

- i. The equipment specified herein is based on the system specification as desired by the Owner's operations people. The information and engineering designs submitted shall provide the sole acceptance or rejection criteria for the Owner. Any mentioning or listing of manufacturers (in these specifications) shall not be considered to be approval by the Owner or Owner's Engineers for the named supplier equipment or equipment packages. All bidders shall be given an equal opportunity to build his/her system to meet the specifications as set forth herein.
- j. The bus wash system, high pressure cleaning systems, friction systems, pumping stations and all electrical controls shall be designed and supplied by one supplier.

PART 5 WARRANTY

- a. Warranty work specified herein is for one (1) year from substantial completion against defects in materials and in labor and workmanship.
- b. Defects shall include, but not be limited to:
 1. Operation; Noisy, rough or substandard operation
 2. Parts; Loose, damaged and missing parts
 3. Finish; Abnormal deterioration

PART 6 SCOPE OF WORK

- a. To furnish a completely automatic, touchless and friction combination heavy-duty vehicle wash which washes **all types** of transit vehicles used by fleet owner for front, roof, rear and both sides in drive-thru mode. This includes the following transit vehicle types:
 1. 35/40' Gillig Low Floor and BRT Bus
 2. 40' Electric Bus
 3. Paratransit Buses
- b. Fronts of the vehicles shall be washed without any friction and sides with friction wash. Rear of bus can be washed with or without friction. Washing roofs of the vehicle shall be either touchless or friction.

**Duluth Transit Authority
Bus Wash System**

- c. The supplier is to be responsible for the supply of necessary equipment, materials and service for the complete assembly and erection of the equipment so that it is ready for operation as per these specifications.

PART 7 BUS WASH SYSTEM OPERATION AND PERFORMANCE

- a. Operation mode – Transit Bus Wash
1. The bus enters the wash and receives full soap on front, sides and rear. When bus enters the high pressure station, the front high pressure (minimum 200 GPM at 320 PSI) washes only the front of the bus, at the front bus corner the high pressure is diverted to the roof washing station only (minimum 80 GPM at 320 PSI) and as the bus departs the high pressure station, the high pressure is diverted to wash the rear of the bus (minimum 200 GPM at 320 PSI). The brushes are activated only to wash the sides of the buses. It is noted herein that the high pressure valves must be selected by the bidder to meet the specified opening/closing speed (**no substitution**). After the bus leaves the high pressure/brush station, it receives the final rinse.
 2. System must be designed in a way so there is no high pressure underbody spray on electric bus batteries.
- b. The supplier is responsible to design the equipment to satisfactorily wash up to 30 vehicles per hour, and 50 vehicles per day. **The vehicle wash shall be able to remove most of the visible heavy dirt accumulation and the road film from the owner's vehicles when they are driven thru the washer at 50 feet/min.** The cleaning performance shall match and/or exceed those standards that are prevailing in the touchless retail car wash industry. No acids containing fluorides (HF or ABF) shall be allowed. The evaluation of the system capability to remove road film shall be determined only after the vehicles have dried after the washing has been completed.
- c. **The supplier is solely responsible for the equipment performance.** Should the equipment not perform, as per these specification requirements, the supplier shall modify, add and/or alter the equipment supplied at his/her own expense until the performance is satisfactory. The Owner shall approve all such changes. Should the performance criteria not be met after the changes, the supplier shall remove the system at no cost to the owner.
- d. The vehicle wash system is to be capable of washing all vehicles up to 14' in height including the following:
1. Vans, Para-Transit buses
 2. Transit Buses

PART 8 MECHANICAL INTERCONNECTING PIPING

The equipment module including high pressure pump, booster pump is to be pre-plumbed and pressure tested prior to shipment to the site.

All field plumbing and mechanical work will be done by the bidder, including:

- **Water utilities up to and connecting to the equipment.**
- **Interconnecting piping between various equipment components located in the equipment room.**

Duluth Transit Authority
Bus Wash System

- Interconnecting piping between the equipment located in the equipment room and the equipment located in the wash bay.
- Furnish and Installation of:
 - Duct for Water Heater

PART 9 ELECTRICAL INTERCONNECTING WIRING

- a. The equipment module including electrical panel, tank float switches, high-pressure pump, booster pump is to be pre-wired and tested prior to shipment to the site.
- b. All field electrical work will be done by the bidder:
 - Electrical service up to and connecting to the equipment panel.
- Interconnecting wiring between various equipment components located in the equipment room.
- Interconnecting wiring between the equipment located in the equipment room and the equipment located in the wash bay.

PART 10 BUS WASH SYSTEM TECHNICAL SPECIFICATIONS

1. Chemical Arch Components

- a. Timing of operation and position of the arch shall be determined by manufacturer to provide optimum detergent penetration before high-pressure/brush wash cycle.
- b. Detergent pumps (**total of two required**) shall be Inject-o-meter Model HVI82, ICE DN or engineer approved equal with variable volume output ratio from 1:10 to 1:100. The selected soap pump set up shall allow the owner to spray separately side and rear of the vehicle at ratios varying from 1:10 to 1:100 separately. The amount of detergent delivery (by the pump) has to be readable on the pump calibrated settings. The detergent pumps must be of positive displacement type.
- c. The system shall have 1 HP water booster pump to ensure even water pressure under all circumstances.
- d. Chemical Arch(s) must be made of 1.25-inch **stainless steel** pipe compatible with used detergents and equipped with adequate number of nozzles to evenly apply detergent, hot water solution to front, rear, sides and roof of vehicle proceeding through the arch. The design of the detergent arch shall allow immediate activation of the nozzles upon arch activation by the vehicle. All arch piping and structures must be stainless steel – **no substitution allowed**. Piping from the equipment room to the soap arch can be made of PVC or stainless steel.
- e. Intensified Rear Detergent Feature: The rear of the vehicle shall be applied detergent via a **separate**, stainless steel rear wash arch which is activated immediately after the vehicle has passed through the detergent arch. **The detergent concentration for the rear wash arch shall be individually adjustable and must have its own soap pump**. The intensified rear detergent arch shall be controlled and operated via its own vehicle sensing device, solenoid valves and chemical pumps as

**Duluth Transit Authority
Bus Wash System**

required for proper performance.

- f. Activation: All system functions are activated by photo eyes.
- g. The chemical spray components located in the equipment room must be assembled in a modular, wall mounted assembly containing the following components:
 - 1. Solenoid valves (2 required)
 - 2. Pressure gauge
 - 3. Pressure regulator
 - 4. In-line screen
 - 5. Isolator ball valves for all components
 - 6. Isolator ball valves to bi-pass water softener
- h. Water Heater for detergent arch – Chemical arch to be supplied water, heated by an electric heater supplied as a part of the equipment package.

2. The 4-Brush Side Brush System (or equivalent)

- a. The system shall be equipped with a counter rotating 4-brush stationary brush wash system (or equivalent).
- b. The system support structure shall be minimum 10" by 10" by 1/4" fabricated structure. Structure shall be stainless steel, hot dip galvanized or aluminum.
- c. The two stationary (or pneumatically adjustable) brushes must be of soft foam type also known by trade names Poly-Lite, Neo-Tex, Car-Lite material. Conventional polyethylene, polypropylene, nylon or cloth brushes are not acceptable.
- d. The brush motors shall be maximum 5 hp each.
- e. The roof mop shall be supported by the same structure as brushes. The roof mop shall be designed as not to interfere with any mirrors or other protrusions of the buses.

3. High Pressure Arch Assemblies

- a. The front wash shall be minimum 200 GPM at 300 PSI, and rear wash shall be 200 GPM at 300 PSI.
- b. It is solely the supplier's responsibility to design and build the high pressure arches to meet the specified operational characteristics.
- c. The supplier shall select best suited high pressure washing apparatus for the front/rear washing. The responsibility for the performance shall be solely the supplier's.
- d. **All bidders are notified and shall be aware of the fact that the sides of most transit buses are not well suited to be washed by high pressure due to the issues related to leaking water inside the buses** (high pressure water penetrating inside of the bus). It is bidder's responsibility to design the system taking this into consideration and to eliminate water penetration into the bus interiors.
- e. It is the supplier's responsibility to design the system to be safe for all buses and still be able to do adequate cleaning performance on fronts, sides and rears of the buses.

**Duluth Transit Authority
Bus Wash System**

4. The High Pressure Valves

- a. The switching between the front wash, side wash and rear wash high pressure functions must be instant. The minimum valve performance functions must be met, no substitutions.
- b. The high pressure switching from front to rear must be able to accommodate vehicle driving through the washer at 1 mph.
- c. The high pressure wash shall utilize a series of **co-axial 2-way valves** with the following features: (no other type valve shall be accepted as a substitution)
 - 1. The valve shall utilize a control tube that moves linearly along the same axis as the fluid flow.
 - 2. The valve shall be pressure balanced so that operation is unaffected by inlet pressure or pressure fluctuations.
 - 3. Designed cycle life for the intended application shall be minimum of 500,000 cycles.
 - 4. Adjustable switching time 150 –2,000 milliseconds.

5. Pumping Module

- a. The high-pressure pump is of the centrifugal diffuser type as manufactured by Goulds Pump, Peerless or Carver and shall be capable of producing pressures up to 320 PSI. The pump shall deliver a maximum flow of 300 GPM. Any pump selected by the bidder shall meet the performance of the specified pump.
- b. Casing: The suction casing is 3.0 inch 250 lb. ANSI flat faced flanged. It shall be oriented to right angles of the vertical center line when viewed from the drive end. The discharge is 2.0 inch 600 Lb. ANSI raised face flange oriented on the vertical center line. The suction casing, discharge casing, stage casings and diffusers are made of ductile iron free from blow holes, sand pockets, or other detrimental defects. Flow passages are smooth to permit maximum efficiency. Pump is equipped with external tie bolts to hold the radially split casing sealed by 'O' rings. The casing is capable of withstanding the hydrostatic test pressure 150% of maximum pumping pressure under which the pump could operate at the designed speed.
- c. Impellers: The impellers are of the enclosed single suction type, hydraulically balanced to minimize axial thrust loads. Each impeller is individually keyed to the shaft. Impeller is bronze.
- d. Stuffing box: Packed type stuffing boxes are equipped with a mechanical seal.
- e. Shaft sleeves: The shaft sleeve through the stuffing box is 11-13% chrome stainless steel hardened to a minimum of 225 Brinnel and is keyed to shaft.
- f. Shaft: The shaft is standard carbon steel adequately sized for loads transmitted.
- g. Bearing: The bearings are designed for an average life of 50,000 hours. The outboard bearing is a deep groove type; the in-board bearings are of the radial roller type with grease fittings.
- h. Base: A steel base plate contains the mounting of the pump and motor, which are

**Duluth Transit Authority
Bus Wash System**

carefully aligned and bolted in place prior to shipment. Final alignment will be checked and certified after installation and prior to operation by the user.

- i. Coupling: The pumping module has a “Jaw” type coupling as manufactured by Lovejoy or equal and includes a coupling guard.

6. Electric Motor

- a. **The electric motor shall be of the squirrel cage induction type suitable for across the line starting. Motor shall operate on 460 Volt, 3-phase, 60 cycle and be ODP with a 1.15 service factor.**
- b. The motor shall be sized so as not to exceed the name plate horse power during operation. The motor should be a maximum of 75 HP.
- c. The motor shall be certified by the manufacturer for 25 activations per hour.
- d. The 75 HP motor shall have reduced voltage starter that monitors shaft horsepower, detects and records low and high voltages and pump cavitations. The reduced voltage starter shall be by Emotron or supplier proposed with equal features to Emotron.

7. Final Rinse Arches (two required)

- a. The final rinse arches shall use fresh water.
- b. Timing of operation and position of the rinse arches shall be determined by manufacturer to provide optimum rinse penetration after wash cycle.
- c. Final Rinse Arches shall be made of 1.25-inch **stainless steel** (no substitution) pipe and equipped with 25 pcs. of dual, adjustable Spraying Systems Swivel Nozzle Bodies QJ-8600 with Spraying Systems Diaphragm Check Valve Model 8360 to evenly apply fresh water rinse to front, rear, sides and roof of vehicle proceeding through the arch.

8. Electric Control Panel and Components

- a. The panel and controls must be built according to these specifications. No substitutions shall be allowed. No PLC based Control panel shall be accepted as substitution. Any auxiliary panel reporting to master control panel can be based on PLC.
- b. The industrial PC component is used as the HMI and process controller for proposed components and future vehicle wash systems. The application software provides near-real time control of the entire bus wash system. The PC is connected to distributed I/O using ethernet network.
- c. The PC shall be panel mounted onto a 4'x5'x1' electrical enclosure, which also houses the electrical controls for the bus wash system. The PC may be mounted in its own enclosure in an office environment. The PC provides the centralized infrastructure to enable simple and complete integration with other systems, including modems, point-of-sale LANs, video, wireless internet, smart card readers, and other systems not yet developed. The PC shall be compatible with Linux and Windows operating systems.
- d. The application software shall be developed and provided by the bidder. This

**Duluth Transit Authority
Bus Wash System**

software shall include the specified bus wash components and cover all future expansions. The application software shall be written either for Linux or Windows-based systems.

The bus wash software shall provide the following:

1. GUI shall be intuitive to use by people without computer experience. Little or no training should be required.
 2. At program start up, all devices shall be initialized to a known state.
 3. All system settings, such as baud rates, parity, communication port configurations, etc shall be reconfigurable without necessitating recompiling the application software.
 4. All user configurable settings shall be stored to disk using *.ini files, the windows registry, or a database to remember settings between reboots. These include all timing set points, alarm settings, and communication settings.
 5. Data being logged to disk shall be buffered and only physically written to disk periodically to prolong the life of flash/hard drive.
 6. All user actions shall be logged to disk with a time and date stamp. User actions include:
 - timing changes, putting the system into auto/manual, changing options, or powering the system up/down.
 7. Periodic polling of I/O may be initiated by either hardware or software interrupts. All real time processes, such as those required for closed loop control, shall be hardware interrupt driven.
 8. A hardware watchdog circuit shall be used in case the PC locks up. Minimum timeout shall be 10 seconds. This circuit will be in series with the E-stop circuitry.
 9. Error handling must be provided for each and every line of code. It is not necessary to alert the user of all errors, but all handled errors shall be logged to disk.
 10. Alarms should have user configurable delays to prevent nuisance tripping.
 11. Latency: scanning interval for all closed loop processes should be executed <500 ms.
 12. Provide terminal windows for spying on any devices communicating to PC via Ethernet, RS232, etc. These will be used for troubleshooting communications problems.
 13. Failure of any single component shall result in disabling the entire bus wash. For example, the system will not be allowed to wash vehicles in a crippled state if a chemical pump motor overload trips.
- e. The Industrial Control Panel shall be manufactured and evaluated in accordance with the Underwriters Laboratories, Inc. (UL) standard 508A (Industrial Control Panels). In addition, the panel shall be evaluated for high-capacity short circuit withstand and shall bear the appropriate UL marks including the short circuit withstand value mark as part of the official UL label.
- f. The industrial Control Panel shall be designed for operation on a 460 Volt, 3

**Duluth Transit Authority
Bus Wash System**

phase, 60 Hertz system, with a short circuit capacity of 25,000 amperes RMS Symm. available at the incoming line terminals of the control panel.

- g. The Industrial Control Panel shall be designed to meet the requirements of the National Electric Code (NEC) Articles 430 and 670, also the National Fire Protections Association (NFPA) Standard 79 (Industrial Machinery).
- h. All push buttons, selector switches, pilot devices, system control and access functions must be by Touch Screen Operator Interface Terminal.
- i. Electric Panels that are not UL approved are not acceptable.
- j. The activation switches shall be designed to be activated by all fleet vehicles used by the owner. Each activator shall be pre-mounted and wired to a water tight junction box equipped with built-in drainage holes.

9. Tire Guides (no substitution)

- a. Tire guides must be installed for the full length of the wash bay starting at the earliest possible starting point and ending no more than 6" from the exit door frames.
- b. Tire guides shall be made of minimum 4" schedule 40 hot dip galvanized pipes.
- c. The system has angled entry at the entrance. Ends of rails are capped and all headings are smoothly finished to prevent tire damage. Brackets supporting pipe shall be made of minimum of 3/8" steel plate that are welded to concrete imbedded cleats or anchor bolted to the concrete.
- d. The system shall have stainless steel skid plates to allow a misaligned bus to slide sideways for proper positioning.
- e. **The bidder must provide calculations and stress analysis of the tire guides with the bid package proving that they will be able to carry the heaviest possible single axel load of the Owner's fleet.**

10. Bus Wash Spray Shield

- a. All existing Spray shield with support framing on both sides of bus wash to be replaced with similar material and stainless steel supports.

Section 7.

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.

Below are factors which responsive and responsible proposals will be evaluated:

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

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

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.

Compliance with Specifications

The Committee will evaluate the proposal 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.

Bus Wash System Characteristics & Performance Attributes

The Committee will evaluate the quality and performance capabilities and other attributes for the intended useful life for installed system, ongoing maintenance requirements, serviceability and as well as availability of parts.

Price, and other cost-related factors

Evaluate price as well as any 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 support service offered, coverages, and other 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.,

**Duluth Transit Authority
Bus Wash System**

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.

**Duluth Transit Authority
Bus Wash System**

Section 8.

WAGE REQUIREMENTS

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

POSTED WAGE SCALE

Department of Labor General Decision is attached and incorporated herein. Wage decisions are subject to change due to lock-in rules and revisions near proposal due date.

Minnesota Department of Labor and Industry Prevailing Wages for State-funded Construction Projects, Construction Type, Commercial, County Number 69, St. Louis County is attached and incorporated herein.

**Duluth Transit Authority
Bus Wash System**

"General Decision Number: MN20250098 06/13/2025

State: Minnesota

Construction Type: Building

County: St Louis County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Please refer to Minnesota Rules 5200.1100, 5200.1101, and 5200.1102 for definitions of labor classifications on this wage determination, and direct any questions regarding such classifications to the Branch of Construction Wage Determinations.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

**Duluth Transit Authority
Bus Wash System**

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	02/07/2025
1	05/02/2025
2	06/13/2025

* SAMN2024-082 12/23/2024

	Rates	Fringes
ARTICULATED HAULER.....	\$ 46.51	26.90
ASBESTOS ABATEMENT WORKER.....	\$ 39.58	24.94
BLASTER.....	\$ 27.22	19.29
BOILERMAKER.....	\$ 48.35	31.93
BOOM TRUCK.....	\$ 46.51	26.90
BRICKLAYER.....	\$ 45.27	31.79
CARPENTER.....	\$ 38.29	27.32
CARPET LAYER (LINOLEUM).....	\$ 43.25	24.67
CEMENT MASON.....	\$ 41.44	23.06
Drywall Taper.....	\$ 39.76	26.71
ELECTRICIAN.....	\$ 48.01	32.79
ELEVATOR CONSTRUCTORS.....	\$ 62.52	45.36
FLAG PERSON.....	\$ 29.92	21.69
GLAZIER.....	\$ 36.46	27.20
HEATING AND FROST INSULATORS.....	\$ 50.51	23.45
IRONWORKER.....	\$ 41.19	35.68
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 35.22	25.17
LABORER: Landscape (GARDENER, SOD LAYER AND NURSERY OPERATOR).....	\$ 31.66	22.78
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 35.22	25.17
LANDSCAPING EQUIPMENT (INCLUDES HYDRO SEEDER OR		

**Duluth Transit Authority
Bus Wash System**

MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS).....	\$ 24.45	1.83
LATHER.....	\$ 39.20	25.40
MILLWRIGHT.....	\$ 39.18	25.33
OFF-ROAD TRUCK.....	\$ 33.65	19.95
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS).....	\$ 36.76	26.71
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.).....	\$ 26.91	19.87
Piledriver (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....	\$ 49.46	30.23
PIPEFITTER/STEAMFITTER.....	\$ 49.55	26.90
PIPELAYER (WATER, SEWER AND GAS).....	\$ 46.08	26.33
PLASTERER.....	\$ 42.40	22.57
PLUMBER.....	\$ 49.24	27.18
POWER EQUIPMENT OPERATOR: (Commercial Group 1).....	\$ 51.03	26.90
HELIICOPTER PILOT; TOWER CRANE 250 FEET AND OVER; TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB		
POWER EQUIPMENT OPERATOR: (Commercial Group 2).....	\$ 50.64	26.90
CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER; PILE DRIVING WHEN THREE DRUMS IN USE; TOWER CRANE 200 FEET AND OVER; TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB		
POWER EQUIPMENT OPERATOR: (Commercial Group 3).....	\$ 49.05	26.90
ALL-TERRAIN VEHICLE CRANES; CONCRETE PUMP 32-49 METERS/102-164 FEET; DERRICK (GUY & STIFFLEG); SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN; STATIONARY TOWER CRANE UP TO 200 FEET; TRAVELING TOWER CRANE; TRUCK OR CRAWLER		

**Duluth Transit Authority
Bus Wash System**

CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB

POWER EQUIPMENT OPERATOR:

(Commercial Group 4).....\$ 48.68 26.90
CRAWLER BACKHOE INCLUDING ATTACHMENTS; FIREPERSON, CHIEF
BOILER LICENSE; HOIST ENGINEER (THREE DRUMS OR MORE);
LOCOMOTIVE; OVERHEAD CRANE (INSIDE BUILDING PERIMETER);
TRACTOR . BOOM TYPE

POWER EQUIPMENT OPERATOR:

(Commercial Group 5).....\$ 46.51 26.90
AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES);
CONCRETE MIXER; CONCRETE PUMP UP TO 31 METERS/101 FEET OF
BOOM; DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN
USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION;
FORKLIFT; FRONT END, SKID STEER 1 C YD AND OVER; HOIST
ENGINEER (ONE OR TWO DRUMS); MECHANIC (ON POWER EQUIPMENT);
POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND
OVER); PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES);
SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM
FOOT PIN; STRADDLE CARRIER; TRACTOR OVER D2; WELL POINT PUMP

POWER EQUIPMENT OPERATOR:

(Commercial Group 6).....\$ 44.82 26.90
CONCRETE BATCH PLANT; FIREPERSON, FIRST CLASS BOILER LICENSE;
FRONT END, SKID STEER UP TO 1 C YD; GUNITE MACHINE; TRACTOR
OPERATOR D2 OR SIMILAR SIZE; TRENCHING MACHINE (SEWER, WATER,
GAS) EXCLUDES WALK BEHIND TRENCHER

POWER EQUIPMENT OPERATOR:

(Commercial Group 7).....\$ 43.55 26.90
AIR COMPRESSOR 600 CFM OR OVER; BRAKEPERSON; CONCRETE
PUMP/PUMPCRETE OR COMPLACO TYPE; FIREPERSON, TEMPORARY HEAT
SECOND CLASS BOILER LICENSE; OILER (POWER SHOVEL, CRANE, TRUCK
CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER
SIMILAR POWER EQUIPMENT); PICK UP SWEEPER (ONE CUBIC YARD
HOPPER CAPACITY); PUMP AND/OR CONVEYOR

POWER EQUIPMENT OPERATOR:

(Commercial Group 8).....\$ 41.28 26.40
ELEVATOR OPERATOR; GREASER; MECHANICAL SPACE HEATER (TEMPORARY
HEAT NO BOILER LICENSE REQUIRED)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 2).....\$ 45.61 26.90
GRADER OR MOTOR PATROL; TUGBOAT 100 H.P. AND OVER WHEN LICENSE
REQUIRED

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 3).....\$ 45.01 26.40
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; DERRICK (GUY OR
STIFFLEG) (POWER) (SKIDS OR STATIONARY) (HIGHWAY AND HEAVY
ONLY); DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER;
LOCOMOTIVE CRANE OPERATOR; TANDEM SCRAPER; TUGBOAT 100 H.P AND
OVER (HIGHWAY AND HEAVY ONLY)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 4).....\$ 44.67 26.90
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR)

**Duluth Transit Authority
Bus Wash System**

(HIGHWAY AND HEAVY ONLY); BACKFILLER OPERATOR; BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE; CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY); CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DUAL TRACTOR; ELEVATING GRADER; GPS REMOTE OPERATING OF EQUIPMENT; HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE); LOCOMOTIVE (HIGHWAY AND HEAVY ONLY); MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE; PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PIPELINE WRAPPING, CLEANING OR BENDING MACHINE; POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES; PUGMILL; RUBBER-TIERED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY); SCRAPER; SELF-PROPELLED SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER AND BALLAST MACHINE; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY); TUB GRINDER, MORBARK, OR SIMILAR TYPE

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 41.36	26.40
BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED JACK; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER (MACHINE)	

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 38.06	25.00
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER; DREDGE DECK HAND; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING); LEVER PERSON; POWER SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING	

ROOFER.....\$ 40.32	18.19
SHEET METAL WORKER.....\$ 43.07	30.13
SIGN ERECTOR.....\$ 37.149	19.88
SPRINKLER FITTER.....\$ 43.53	26.67

Survey Field Technician
(OPERATE TOTAL STATION, GPS
RECEIVER, LEVEL, ROD OR RANGE
POLES, STEEL TAPE

**Duluth Transit Authority
Bus Wash System**

MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS).....	\$ 29.92	21.69
TERRAZZO WORKER.....	\$ 48.27	24.14
TILE FINISHER.....	\$ 27.80	23.31
TILE SETTER.....	\$ 35.25	32.49
TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE).....	\$ 28.72	20.94
TRUCK DRIVER (Group 1).....	\$ 40.88	24.70
MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)		
TRUCK DRIVER (Group 2).....	\$ 40.25	24.70
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK		
TRUCK DRIVER (Group 3).....	\$ 40.13	24.70
BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS		
TRUCK DRIVER (Group 4).....	\$ 39.85	24.70
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF- PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P.		
UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....	\$ 44.08	26.33
WIRING SYSTEM TECHNICIAN.....	\$ 47.73	22.24
WIRING SYSTEMS INSTALLER.....	\$ 33.44	17.82

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their

**Duluth Transit Authority
Bus Wash System**

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

**Duluth Transit Authority
Bus Wash System**

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

**Duluth Transit Authority
Bus Wash System**

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

**Duluth Transit Authority
Bus Wash System**

Construction Type: Commercial

County Number: 69

County Name: ST. LOUIS

Effective: 2024-12-23 Revised: 2025-03-24

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: ST. LOUIS (69)

<u>LABOR CODE AND CLASS</u>		<u>EFFECT</u> <u>DATE</u>	<u>BASIC</u> <u>RATE</u>	<u>FRINGE</u> <u>RATE</u>	<u>TOTAL</u> <u>RATE</u>
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-12-23	33.40	23.84	57.24
		2025-05-01	35.22	25.17	60.39
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-12-23	33.40	23.84	57.24
		2025-05-01	35.22	25.17	60.39
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-12-23	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104*	FLAG PERSON	2024-12-23	29.92	21.69	51.61
105	WATCH PERSON	2024-12-23	26.37	20.94	47.31

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
106	BLASTER	2024-12-23	27.22	19.29	46.51
107	PIPELAYER (WATER, SEWER AND GAS)	2024-12-23	43.76	24.91	68.67
		2025-05-01	46.08	26.33	72.41
108	TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVMWAGE@STATE.MN.US			
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-12-23	41.76	24.91	66.67
		2025-05-01	44.08	26.33	70.41
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2024-12-23	29.92	21.69	51.61
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-12-23	28.72	20.94	49.66
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2024-12-23	46.51	26.90	73.41
		2025-05-05	46.51	29.40	75.91
202	BOOM TRUCK	2024-12-23	46.51	26.90	73.41
		2025-05-05	46.51	29.40	75.91
203*	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY	2024-12-23	24.45	1.83	26.28

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
SEEDING, SODDING, OR PLANT, AND TWO- FRAMED FORKLIFT (EXCLUDING FRONT, POSIT- TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS					
204	OFF-ROAD TRUCK	2024-12- 23	33.65	19.95	53.60
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS) ; SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-12- 23	26.91	19.87	46.78
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2024-12- 23	45.61	26.90	72.51
		2025-05- 05	47.24	29.40	76.64
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2024-12- 23	45.01	26.40	71.41
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG) (POWER) (SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2024-12- 23	44.67	26.90	71.57
		2025-05- 05	46.25	29.40	75.65
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT				

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
MACHINE, AND SPRAY MACHINE				
334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336 CURB MACHINE				
337 DIRECTIONAL BORING MACHINE				
338 DOPE MACHINE (PIPELINE)				
340 DUAL TRACTOR				
341 ELEVATING GRADER				
345 GPS REMOTE OPERATING OF EQUIPMENT				
347 HYDRAULIC TREE PLANTER				
348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357 PUGMILL				
359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360 SCRAPER				
361 SELF-PROPELLED SOIL STABILIZER				
362 SLIP FORM (POWER DRIVEN) (PAVING)				
363 TIE TAMPER AND BALLAST MACHINE				
365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367 TUB GRINDER, MORBARK, OR SIMILAR TYPE				
GROUP 5	2024-12-23	41.36	26.40	67.76
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372 FORM TRENCH DIGGER (POWER)				
375 HYDRAULIC LOG SPLITTER				
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379 POWER ACTUATED JACK				
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
GROUP 6	2024-12-23	38.06	25.00	63.06

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389 DREDGE DECK HAND				
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393 LEVER PERSON				
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1	2024-12-23	51.03	26.90	77.93
	2025-05-05	51.03	29.40	80.43
501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2	2024-12-23	50.64	26.90	77.54
	2025-05-05	50.64	29.40	80.04
504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3	2024-12-23	49.05	26.90	75.95
	2025-05-05	49.05	29.40	78.45
508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511 STATIONARY TOWER CRANE UP TO 200 FEET				
512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4	2024-12-23	48.68	26.90	75.58
	2025-05-05	48.68	29.40	78.08

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
	05			
515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519 OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5	2024-12-23	46.51	26.90	73.41
	2025-05-05	46.51	29.40	75.91
521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526 FRONT END, SKID STEER 1 C YD AND OVER				
527 HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6	2024-12-23	44.82	26.90	71.72
	2025-05-05	44.82	29.40	74.22
535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537 FRONT END, SKID STEER UP TO 1 C YD				
538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7	2024-12-23	43.55	26.90	70.45
	2025-05-05	43.55	29.40	72.95

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8	2024-12-23	41.28	26.40	67.68
548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549 GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS				
GROUP 1	2024-12-23	38.55	23.70	62.25
	2025-04-28	40.88	24.70	65.58
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2	2024-12-23	37.95	23.70	61.65
	2025-04-28	40.25	24.70	64.95
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2024-12-23	37.84	23.70	61.54
	2025-04-28	40.13	24.70	64.83
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4	2024-12-23	37.57	23.70	61.27
	2025-04-28	39.85	24.70	64.55
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2024-12-23	50.51	23.45	73.96
		2025-05-05	53.51	23.45	76.96
702	BOILERMAKERS	2024-12-23	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	2024-12-23	45.27	31.79	77.06
704	CARPENTERS	2024-12-23	38.29	27.32	65.61
		2025-01-01	38.29	27.32	65.61
		2025-05-05	41.79	27.32	69.11
705	CARPET LAYERS (LINOLEUM)	2024-12-23	43.25	24.67	67.92
		2025-01-01	43.25	24.67	67.92
706	CEMENT MASONS	2024-12-23	41.44	23.06	64.50
		2025-05-01	43.98	23.49	67.47
707	ELECTRICIANS	2024-12-23	46.23	31.99	78.22
		2025-06-01	48.01	32.79	80.80
708	ELEVATOR CONSTRUCTORS	2024-12-23	59.95	44.53	104.48
		2025-01-01	62.52	45.36	107.88

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
		01			
709	GLAZIERS	2024-12-23	36.46	27.20	63.66
		2025-05-05	39.46	27.20	66.66
710	LATHERS	2024-12-23	39.20	25.40	64.60
712	IRONWORKERS	2024-12-23	41.19	35.68	76.87
714	MILLWRIGHT	2024-12-23	39.18	25.33	64.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-12-23	36.76	26.71	63.47
		2025-05-05	39.76	26.71	66.47
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-12-23	45.71	29.73	75.44
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-12-23	46.05	26.90	72.95
		2025-05-01	49.55	26.90	76.45
718	PLASTERERS	2024-12-23	40.39	23.23	63.62
		2025-05-01	42.40	22.57	64.97
719	PLUMBERS	2024-12-23	49.24	27.18	76.42
720	ROOFER	2024-12-23	40.32	18.19	58.51
721	SHEET METAL WORKERS	2024-12-23	43.07	30.13	73.20

**Duluth Transit Authority
Bus Wash System**

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
722	SPRINKLER FITTERS	2024-12-23	42.94	26.67	69.61
		2025-01-01	43.53	26.67	70.20
723	TERRAZZO WORKERS	2024-12-23	48.27	24.14	72.41
724	TILE SETTERS	2024-12-23	35.25	32.49	67.74
725*	TILE FINISHERS	2024-12-23	27.80	23.31	51.11
726	DRYWALL TAPER	2024-12-23	36.76	26.71	63.47
		2025-06-01	39.76	26.71	66.47
727	WIRING SYSTEM TECHNICIAN	2024-12-23	47.73	22.24	69.97
		2025-07-01	51.07	23.52	74.59
728	WIRING SYSTEMS INSTALLER	2024-12-23	33.44	17.82	51.26
		2025-07-01	35.78	18.73	54.51
729	ASBESTOS ABATEMENT WORKER	2024-12-23	37.91	23.63	61.54
		2025-01-01	39.58	24.46	64.04
		2025-05-01	39.58	24.94	64.52
730	SIGN ERECTOR	2024-12-23	34.69	19.88	54.57
		2025-06-01	37.19	19.88	57.07

Section. 9

CHECKLISTS

BID CHECKLIST

The following are the requirements of this RFP, as indicated below. Use of this checklist may help ensure that your bid submission is complete.

Required	Done	Requirement
√		Completed and signed Section 4, Bid Sheet and documents
√		Completed and signed Section 5, Contract Certifications
√		Current W-9
√		Electronic copy of Bid Bond or Certified Check, with original mailed
√		Technical Specifications for the Proposed system, including warranty provisions, site design requirements/guidelines, and any related data sheets
√		Three references from the past three years
<i>This checklist is a guide only. Please read the entire RFP thoroughly to ensure that your submission is complete.</i>		

POST AWARD CHECKLIST

The following requirements must be provided within 10 business days of the contract award date.

Required	Done	Requirement
√		Copy of Insurance as listed in Article 10 of Contract
√		Performance Bond for Contract Value
<i>The items on this checklist are required within 10 days after the contract is awarded.</i>		

Duluth Transit Authority
Bus Wash System

Attachment A

Bus Wash Entrance View



Bus Wash Entrance View



Duluth Transit Authority Bus Wash System

Bus Wash Entrance View



Bus Wash Exit View



Duluth Transit Authority
Bus Wash System

Bus Wash Exit View



Bus Wash Side View



**Duluth Transit Authority
Bus Wash System**

Control Panel On Wall To Right



Access Door To Support Equipment Area Panel



Duluth Transit Authority
Bus Wash System

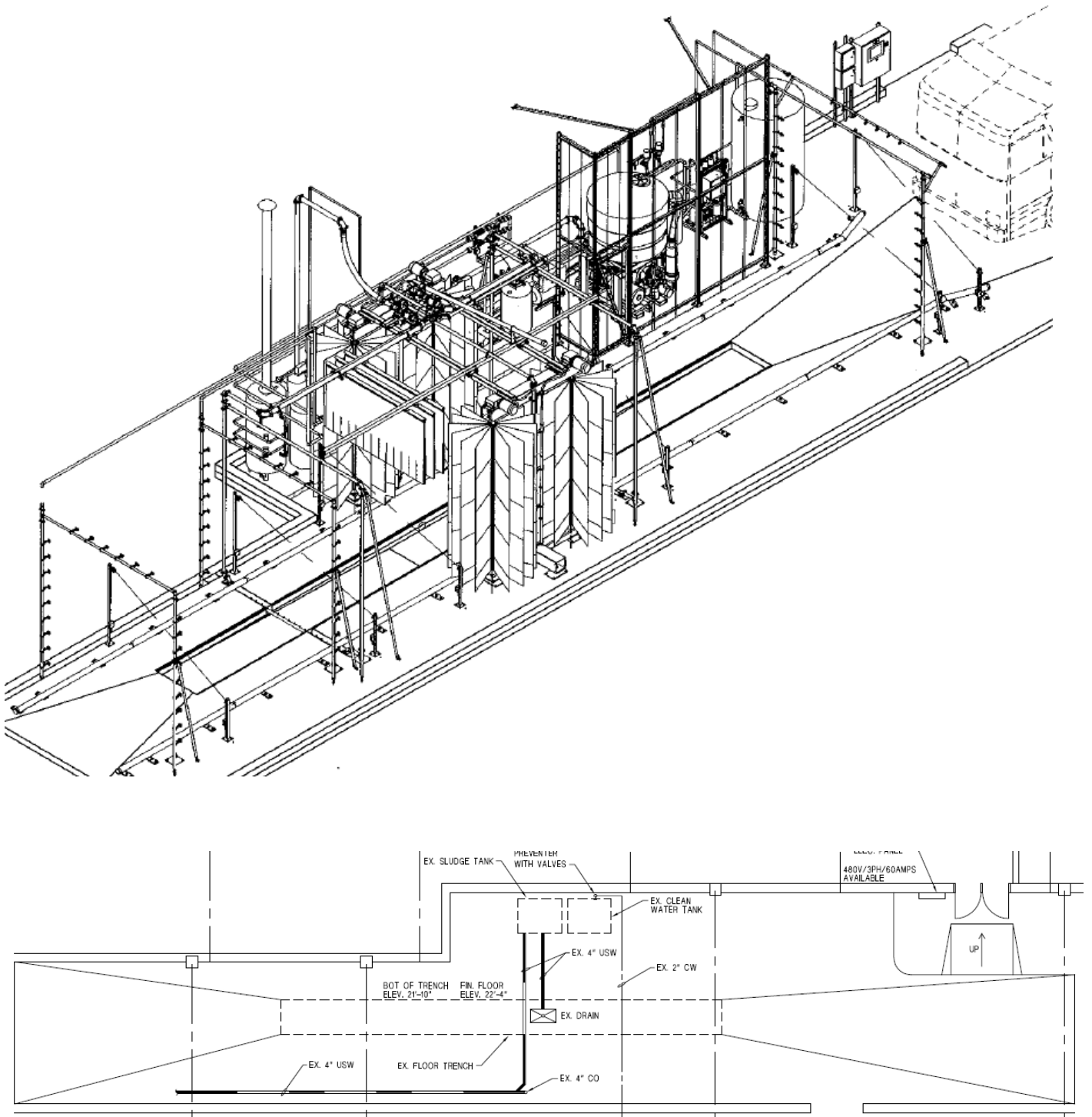
Access Door To Support Equipment Area Panel



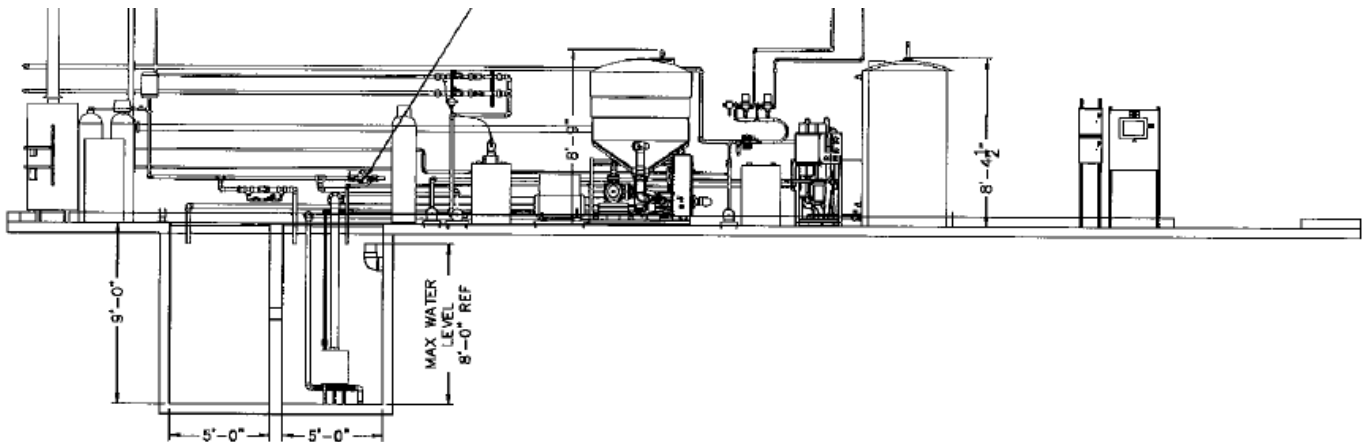
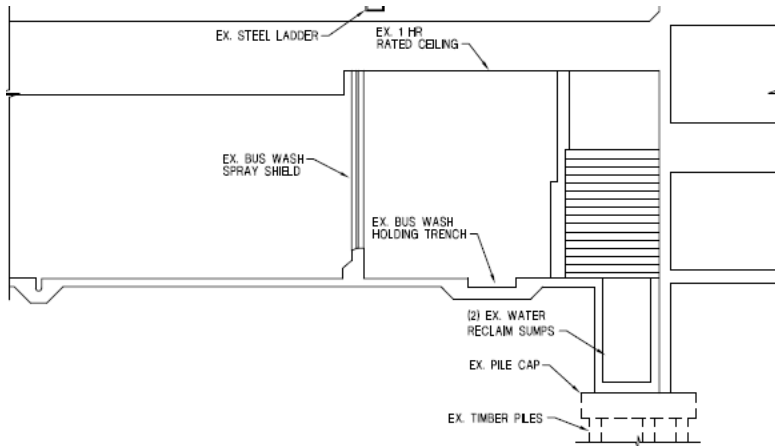
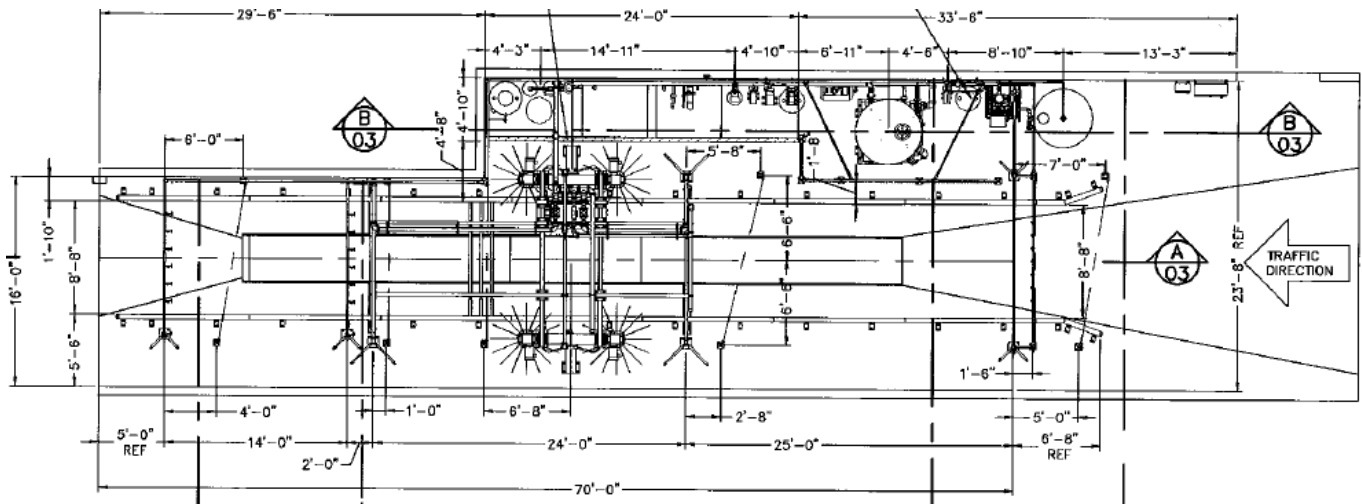
Duluth Transit Authority
Bus Wash System

Attachment B

Disclaimer: The following is intended for showing layout of current/previous systems only, and not to be used for creation of proposal.



Duluth Transit Authority Bus Wash System



Technical drawing of a large industrial structure, likely a reactor or storage tank, with dimensions and labels. The drawing shows a cross-section of the structure, which is cylindrical with a conical top. The overall height is 12'-9". The diameter of the cylindrical section is 13'-0 7/8". The height of the cylindrical section is 10'-6 7/8". The height of the conical section is 1'-2 7/8". The structure is supported by a base with a width of 6'-0". The structure is labeled with "REF" and "11'-4" REF". The drawing also shows a smaller cylindrical structure to the right, which is labeled "11'-4" REF".

