

# **Duluth Transit Authority**

## **REQUEST for QUOTES**

**FOR**  
**Facility Cleaning Services**

**October 16, 2019**

**Duluth Transit Authority**  
2402 W. Michigan St · Duluth, MN 55806  
(218) 623-4329 fax: (218) 722-4428  
email: nbrown@duluthtransit.com

**Duluth Transit Authority  
Facility Cleaning Services**

# 052-19-0304.4

**Duluth Transit Authority  
Request for Quotes  
Facility Cleaning Services**

The Duluth Transit Authority (DTA) hereby requests quotes to perform facility cleaning services at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802. Specifications are available at the DTA and may be Emailed or mailed to prospective contractors. Contact (218) 623-4329 or [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com).

Responses must be received no later than **1:00 p.m. on Thursday, October 31, 2019**.

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

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## Section 1 General Conditions

### G-1 REQUEST FOR QUOTES

- a) The DTA is requesting Quotes from qualified firms to perform Facility Cleaning Services at the Duluth Transportation Center, 228 West Michigan Street, Transit Center East, 214 West Superior Street, and the Transit Stop at 3<sup>rd</sup> Avenue West and Superior Street, Duluth, MN.
- b) This Request for Quotes (RFQ) shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein.
- c) Quoted price shall be good for ninety (90) days after the Quote due date.
- d) Respondent shall pay all precontractual expenses, including expenses for preparing or submitting a Quote in response to this request, negotiating with the DTA on any matter related to this RFQ, and/or other expenses incurred by the Respondent prior to the date of award.
- e) Quotes are due at **1:00 p.m. on Thursday, October 31, 2019** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA intends to award the contract to the lowest responsible Respondent as early as November 5, 2019.
- g) Throughout these specifications the words %equipment+, %materials+, and %work+ can be interpreted as interchangeable.
- h) All inquiries and other correspondence relating to this RFQ shall be addressed to: Procurement Manger, Duluth Transit Authority, 2402 West Michigan St., Duluth, MN 55806 or via email at [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com).
- i) The DTA will conduct a presubmittal meeting at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802 on Tuesday, October 22, 2019 at 10:00 a.m. A tour of the facility will be conducted after the meeting. Interested parties who are unable to attend in person may contact the procurement manager at 218-623-4329 to arrange permission to call in.
- j) The Federal Transit Administration will be providing assistance for this project. The Catalog of Federal Domestic Assistance (CFDA) number is 20.507, Federal Transit Formula Grants.
- k) Where proprietary names are used in these specifications, it is understood that they are followed by the words %or equal+.
- l) Changes to the specifications will only be made by written addendum. Addenda will be posted on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com). It is the Respondent's responsibility to obtain all documents available for this procurement.
- m) Quotes must be submitted on the forms attached. All blanks in the form must be completed with ink or typewriter. Quotes containing alterations or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typed and initialing the correction in ink by the person signing the Quote. In the event any price term is expressed by the Respondent in both written and numerical form, the written representation shall govern in the event of an inconsistency.
- n) Quotes shall not stipulate any condition not contained in the specifications and other documents submitted for review. Each Quote and all papers bound and attached thereto, shall be placed and securely sealed in an envelope marked **"Facility Cleaning Services"** and mailed or delivered to: Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806, or emailed in a .pdf attachment to [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com).

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- o) Quotes must be received by the deadline. Time means local time in Duluth, Minnesota. Quotes received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Quotes in the best interest of the DTA.
- p) No Quotes may be modified after submission except by written modification physically received by the DTA prior to the opening. Modifications must be signed by the person submitting the Quote or accompanied by an explanation as to why it is not and must indicate that it modifies the original Quote.
- q) A Respondent may withdraw its Quote at any time before the time of the opening only by written notice addressed to the Quote opening marked %Withdrawal of Quote+and received by the DTA prior to the opening of Quotes.
- r) No bid bonds or performance bonds are required for this project. Contractor must be licensed, bonded and insured as required under State of Minnesota regulations.
- s) The price quoted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the work shall be considered included in the Quote although not directly specified or called for in these specifications. No advantage shall be taken by the Respondent in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.
- t) The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.

**G-2 SELECTION CRITERIA**

The DTA will make the award to the lowest responsible Respondent in the best interest of the DTA when considering the ultimate economy of the Quote within the guidelines of these specifications.

**G-3 CONTRACT FORM AND CHANGES**

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

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

**G-4 PROTEST PROCEDURES**

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

“ Name, address, and telephone number of protestor

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

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

### PROTESTS BEFORE AWARD

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

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

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

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

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

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

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

### PROTESTS AFTER AWARD

Protests against award must be filed at the Finance Department within five days immediately following the award. The Finance Director shall review the protests. The contractor shall be furnished with the notice of protest and the basis therefor. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to

DTA's interest, the Finance Director shall inform the contractor that DTA will not be responsible if the award is set aside and that the contractor proceeds with performance at his/her own risk.

### DECISION ON PROTEST

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

Following an adverse decision by the General Manager, the protestor may file a protest with FTA. For details, see FTA Circular 4220.1F, as amended, 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-5 ORGANIZATIONAL CONFLICTS OF INTEREST**

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

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

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

4. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Finance for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Finance.

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

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

#### **G-6 SUBCONTRACTORS**

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

#### **G-7 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.



**DULUTH TRANSIT AUTHORITY**

**Example CONTRACT FOR**

**FACILITY CLEANING SERVICES**

**October 16, 2019**

### Section 3. Contract (**example for quote**)

This Contract, made this \_\_\_\_ day of \_\_\_\_, 2019, 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 Clause, this Contract; Request for Quotes (Procurement # 041-19-0350.4) dated October 16, 2019, General, Special and Technical Specifications and Drawings; all addenda issued prior to and all modifications issued after execution of the Contract; and the executed Quote form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

#### ARTICLE 2 THE WORK

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

#### ARTICLE 3 TERM

This Contract shall be effective on %Notice to Proceed+from the DTA, and shall remain in effect until December 31, 2021, unless terminated earlier as provided herein.

The DTA, may, at its sole discretion, extend the term of this contract for a period of one (1) year, from January 1, 2022 through December 31, 2022 upon written notice from the DTA Procurement Manager. If the DTA extends the term of this Contract in accordance with the foregoing, all of the terms and conditions of this Contract shall continue, unmodified, in full force and effect, except that payment to the Contractor shall be increased as set forth in the Contractor's Proposal.

The DTA, may, at its sole discretion, extend the term of this contract for an additional period of one (1) year, from January 1, 2023 through December 31, 2023 upon written notice from the DTA Procurement Manager. If the DTA extends the term of this Contract in accordance with the foregoing, all of the terms and conditions of this Contract shall continue, unmodified, in full force and effect, except that payment to the Contractor shall be increased as set forth in the Contractor's Proposal.

#### ARTICLE 4 CONTRACT SUM

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

#### ARTICLE 5 PAYMENTS TO CONTRACTOR

The DTA will reimburse Contractor based on monthly billings for service. DTA may withhold payment for Contractor's services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents.



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- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and DTA, ATE Management of Duluth, First Transit, Inc. and the State of Minnesota from all liability described in the paragraph above.
- (1) Workers compensation in accordance with the laws of the state of Minnesota.
  - (2) Public Liability and Automobile Liability Insurance with limits not less than \$2,000,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance, shall be in a company with an A.M. BEST rating of A-(minus); Financial Size Category (FSC) VII or better and must be authorized in the State of Minnesota; and shall provide for the following: Premises and Operations Bodily Injury and Property Damage, Blanket Contractual Liability, Product and Completed Operations Liability, and Independent Contractors Liability.
  - (3) DTA, ATE Management of Duluth, and First Transit, Inc., shall be named as an **Additional Insured** under the Public Liability, Excess/Umbrella Liability\* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the DTA, ATE Management of Duluth, and First Transit, Inc. Contractor shall also provide evidence of Statutory Minnesota Workers Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
 

*\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management of Duluth, and First Transit, Inc., as an additional insured.*
  - (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the DTA without fail not less than thirty (30) days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to DTA will render any such change or changes in said policy or coverages ineffective as against the DTA, ATE Management of Duluth, and First Transit, Inc.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.

- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the DTA prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.
- d. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the DTA, ATE Management of Duluth, First Transit, Inc, and the State of Minnesota.

## 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 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 consultant 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 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 14 COMMUNICATIONS

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

Designation for DTA

Designation for Bidder

Jim Caywood, Director of Maintenance

\_\_\_\_\_

ARTICLE 15 EXTENT OF AGREEMENT

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

ARTICLE 16 GOVERNING LAW

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

ARTICLE 17 RIGHTS AND REMEDIES

**Duluth Transit Authority  
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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 DELAYS**

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

**ARTICLE 19 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS**

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

**ARTICLE 20 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, may be waived at any time by mutual agreement.

**ARTICLE 21 CANCELLATION**

The DTA shall have the right to cancel this Contract if monies are not appropriated by the funding department or agency for purposes of this Contract.

**ARTICLE 22 PROVISIONS HELD INVALID**

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

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**Duluth Transit Authority**

By \_\_\_\_\_  
General Manager

Dated \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_



**FORMAL QUOTE SHEETS**

**FACILITY CLEANING SERVICES**

**October 16, 2019**

**Section 4** **FORMAL QUOTE SHEET**

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

**QUOTE GUARANTEE REQUIREMENTS: Not Required.**

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

1. Daily rate for specified services at DULUTH TRANSPORTATION CENTER: Rate

November 1, 2019 -December 31, 2021: \$ \_\_\_\_\_

Option 1

January 1, 2022 -December 31, 2022: \$ \_\_\_\_\_

Option 2

January 1, 2023 -December 31, 2023: \$ \_\_\_\_\_

2. Daily rate for specified services at TRANSIT CENTER EAST: Rate

November 1, 2019 -December 31, 2021: \$ \_\_\_\_\_

Option 1

January 1, 2022 -December 31, 2022: \$ \_\_\_\_\_

Option 2

January 1, 2023 -December 31, 2023: \$ \_\_\_\_\_

3. Daily rate for specified services at 3<sup>rd</sup> AVENUE EAST: Rate

November 1, 2019 -December 31, 2021: \$ \_\_\_\_\_

Option 1

January 1, 2022 -December 31, 2022: \$ \_\_\_\_\_

Option 2

January 1, 2023 -December 31, 2023: \$ \_\_\_\_\_

Cost per hour for special projects as noted herein, 2020: \_\_\_\_\_/person

Cost per hour for special projects as noted herein, 2021: \_\_\_\_\_/person

Cost per hour for special projects as noted herein, 2022: \_\_\_\_\_/person

Cost per hour for special projects as noted herein, 2023: \_\_\_\_\_/person

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Facility Cleaning Services**

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Firm Name: \_\_\_\_\_

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

Addendum Acknowledgment  
Number Date Recd

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY

STATE

ZIP CODE

By: \_\_\_\_\_  
(PRINT NAME) TITLE

PHONE NO. \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**Duluth Transit Authority  
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**1. Proof of Responsibility Statement**

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

Statement of Bidder Qualifications and Responsibility

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

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

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

___ Less than \$500,000	___ \$500,000 to \$1 million
___ between \$1 million and \$5 million	___ between \$5 million and \$10 million
___ between \$10 million and \$15 million	___ above \$15 million
17. Identify any conditions (e.g., pending litigation, planned office closures, impending merger, etc.) that may impede the proposed firm or organization's ability to complete the work.

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

Warranty:

The Contractor,

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

Signed:

\_\_\_\_\_

Title \_\_\_\_\_

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

- 1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA? No\_\_\_\_ Yes\_\_\_\_ (If yes, please provide a copy of the registration.)
- 2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

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

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

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_

Title \_\_\_\_\_

**3. Subcontractors and Suppliers Listing**

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name: \_\_\_\_\_

# **TECHNICAL SPECIFICATIONS**

FOR

# **Facility Cleaning Services**

**October 16, 2019**



## Section 6 TECHNICAL SPECIFICATIONS For Facility Cleaning Services

### A. INTRODUCTION, GENERAL INFORMATION

1. The Duluth Transit Authority (DTA) is seeking Quotes from individuals and firms to provide Facility Cleaning Services to the DTA at three locations, Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802, Transit Center East, 214 West Superior Street, Duluth, MN 55802, and 3<sup>rd</sup> Avenue East Service Center, 3<sup>rd</sup> Avenue East and Superior Street.
2. Quotes will only be considered from firms that have been regularly engaged and licensed in the business of providing goods and/or services described in this RFQ for a minimum of three (3) years, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein.
3. Respondents must be licensed to do business in the State of Minnesota, and be able to provide three (3) references at the time of Quote submittal. In making the award, the DTA may consider any evidence available to it of the financial, technical and other qualifications and abilities of the Respondent, including past performance with the DTA and other similar customers. A record of nonperformance or poor performance may disqualify a Respondent from award.
4. This RFQ does not obligate the DTA to award a Contract or Contracts. The DTA makes no representations as to the quantity of services to be performed, the timing for the services to be performed (within the Contract Term) and any other representations of potential work under this Contract.

The DTA intends to award this Contract to one entity. The DTA may elect to remove one or more sites described herein, at its sole discretion for the base period and/or the option period(s). For example, the DTA may elect to just award work at Duluth Transportation Center and not at Transit Center East or 3<sup>rd</sup> Avenue East or both.

5. The DTA will provide a Project Manager who will provide ongoing project monitoring and will serve as the Contractor's liaison with the DTA.
6. The DTA will conduct a presubmittal meeting at the Duluth Transportation Center, 228 West Michigan Street, Duluth, MN 55802 on Tuesday, October 22, 2019 at 10:00 a.m. A tour of the facility will be conducted after the meeting. Interested parties who are unable to attend in person may contact the procurement manager at 218-623-4329 to arrange permission to call in.
7. The selected Contractor agrees that regardless of the work requested under the scope of this Contract, it shall not be the basis for deviating from the quoted unit prices. Contractor agrees to honor quoted unit prices for the duration of this Contract, including extensions, unless otherwise agreed to by the selected Contractor and the DTA Procurement Manager in writing.
8. The DTA may, from time to time during the term of this Contract, request special additional cleaning services at any or all buildings under this Contract, such as floor

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scrubbing, cleaning woodwork, interior windows, etc. Contractor shall provide a separate price for special cleaning services.

9. The selected contractor must have personnel trained in cleaning bio-hazards.
10. The selected Contractor shall not attach additional terms and conditions to service cost estimates requested by the DTA.

**B. GENERAL FACILITY SERVICES**

1. Duluth Transportation Center. Maintain common areas in a clean and presentable condition, including at least daily cleaning and sanitizing the restrooms in accordance with the specifications herein.
2. Transit Center East. Maintain common areas in a clean and presentable condition in accordance with the specifications herein.
3. Third Avenue East. Maintain common areas in a clean and presentable condition in accordance with the specifications herein.
4. This Contract does not specify the number of hours per day per location, since cleaning needs may vary from day to day depending on conditions. Contractor shall provide a flat-rate price for daily cleaning, and shall be expected to perform the work herein on a daily basis until completed in compliance with these specifications.
5. The timing of the services requested are early morning hours before peak rush hour Monday through Friday. Peak hours are 7:00 a.m. until 9:00 a.m. Saturday peak rush hour is approximately one hour later, 8:00 a.m. until 10:00 a.m. Hours on Saturday will be longer than Monday through Friday.

**C. BUILDING WALK THROUGH**

Contractor shall perform the following duties Monday through Saturday:

1. Perform a walk through to observe any issues that may be present, including trash, vandalism, graffiti, or the entry and/or presence of unauthorized persons. Report problems and any resolution to issues to the DTA within one business day.
2. Turn over any lost articles found on DTA property to the proper DTA designated authority.
3. Respond to calls for assistance and/or reports of building malfunctions either personally, by forwarding the request to an appropriate staff person, or by referring the report to a maintenance technician, as instructed by the DTA. Emergency call lists and procedures will be available for 24-hour response to any situation.
4. In security-related situations, the Contractor is expected to respond and evaluate the situation without endangering themselves and to report to the appropriate staff or authorities as needed. No physical contact on any person shall be made by the Contractor unless it is in self-defense.

## D. CLEANING SPECIFICATIONS

### 1. Duluth Transportation Center, 228 West Michigan Street:

- a. Inspect all areas and remove large debris Monday through Saturday
- b. Spot swipe/mop entry thresholds at least once each day Monday through Saturday

### 2. Duluth Transportation Center Common Areas

- a. Empty and wipe all trash receptacles at least once each day Monday through Saturday
- b. Replenish towels, hand soap, toilet tissue and room deodorizers at least once each day, Monday through Saturday
- c. Mop/auto-scrub entryways and passenger waiting area at least once each day, Monday through Saturday
- d. Inspect all areas and remove large debris at least once each day Monday through Saturday
- e. Spot clean floors due to spillage and/or tracking dirt or spillage daily, Monday through Saturday as needed

### 3. Duluth Transportation Center Restrooms:

- a. Clean and sanitize all sinks, toilet bowls, urinals and toilet seats at least once each day, Monday through Saturday
- b. Clean and polish all mirrors, faucets, fixtures and dispensers at least once each day, Monday through Saturday
- c. Sweep and wet mop floor using germicidal disinfectant at least once each day, Monday through Saturday
- d. Replenish towels, hand soap, toilet tissue and room deodorizers at least once each day, Monday through Saturday
- d. Empty trash at least once each day Monday through Saturday

### 4. Outside Grounds and Parking Ramp, DTC, 228 West Michigan Street

- a. Inspect all areas and remove large debris at least once each day Monday through Saturday

### 5. Transit Center East, 214 West Superior Street

- a. Empty and wipe all trash receptacles at least once each day Monday through Saturday
- b. Mop/auto-scrub entryways at least once each day Monday through Saturday
- c. Inspect all areas and remove large debris at least once each day Monday through Saturday
- d. Empty recycling bins and transport to central collection area at least once each day, Monday through Saturday

### 6. 3<sup>rd</sup> Avenue East Service Center, 3<sup>rd</sup> Avenue East and Superior Street

- a. Empty and wipe all trash receptacles at least once each day Monday through Saturday
- b. Sweep/Mop entryways at least once each day Monday through Saturday
- c. Inspect all areas and remove large debris at least once each day Monday through Saturday
- d. Empty recycling bins and transport to central collection area at least once each day, Monday through Saturday

## E. PERSONNEL REQUIREMENTS

1. It is the responsibility of the Contractor to train and ensure that all staff performing services on DTA property has a thorough working knowledge of the services to be performed and under this Contract.
2. Security information, including, but not limited to, the layout of the site, methods of security, keys, cards and badges are NOT TO BE SHARED WITH ANY PERSONS OTHER THAN THOSE WHO PERFORM SERVICES ON DTA PROPERTY. Breach of this requirement may be grounds for immediate termination of this Contract.
3. The only Contractor employees that are to be allowed in a secure area of the DTA property are those that have been authorized under the terms of this Contract and only while they are DIRECTLY INVOLVED in providing services or supervising staff. Unauthorized personnel in a secure area of the DTA property when not providing Contract work, except to the extent such personnel are authorized to be in the public areas of the facility as members of the public, may be grounds for immediate termination of this Contract.
4. All Contractor staff providing services under this Contract will be required to sign for each key or FOB issued to the Contractor by the DTA. If a Contractor's employee or staff loses a key or FOB, the replacement cost will be paid to the DTA by the Contractor. If a breach of security results from such a loss and locks must be changed or other changes must be made thus, the Contractor will be responsible for all associated costs and the charges will be deducted from the amount due the Contractor.
5. Contractor shall ensure that all staff will keep private any proprietary information that may be discovered during securing the building and not disclose such information to any third party without the prior written consent of the DTA.
6. The Contractor's staff shall practice good personal hygiene and be well groomed while on duty.
7. Interaction with DTA employees and customers is to be kept on a professional level always. Personal business, including cell phone use unless it is for a business purpose, is not to be conducted during Contractor working hours on DTA property.
8. The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Contract. Violence means works and actions that hurt or attempt to threaten or hurt people, any action involving the use of physical force, harassment, intimidation, disrespect or misuse of power and authority where the impact is to cause pain, fear, or injury.
9. Contractor shall ensure that its employees, representatives, subcontractors and others providing services under this Contract will act in a courteous manner, not use profanity or lewd gestures, nor post inappropriate materials or comments on DTA property, including DTA websites or social media, and not smoke or consume alcohol or illegal drugs while on DTA property during providing services under this Contract. In the event that the DTA reasonably objects to any employee(s), representative(s), subcontractor(s) or other persons providing services under this Contract, they shall be removed from the assignment by the Contractor and not permitted to return to provide services under this Contract without the written consent of the DTA General Manager.