



Duluth Transit Authority

REQUEST for PROPOSALS

FOR

TECHNICIAN UNIFORM RENTALS

October 13, 2020

Duluth Transit Authority

2402 W. Michigan St - Duluth, MN 55806

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

email: nbrown@duluthtransit.com

Duluth Transit Authority Request for Proposals Technician Uniform Rentals

The Duluth Transit Authority (DTA) is seeking qualified individuals or firms to supply and service Technician Uniforms. Scope of work includes supplying uniforms for DTA technicians cleaning and repairing DTB buses, washing and restocking uniforms and supplying safety rugs, hand soap and other supplies.

Proposals are due on or before **1:00 p.m. on Thursday, October 29, 2020**. Specifications and submission requirements are available from the DTA and may be obtained by writing to: Procurement Manager, Duluth Transit Authority 2402 W. Michigan St., Duluth, MN 55806; or by email: nbrown@duluthtransit.com.

The DTA hereby notifies all respondents that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, no person will be discriminated against on the grounds of race, color, creed, national origin, sex, age or disability in consideration for an award. The DTA encourages the participation of small and disadvantaged business enterprises.

The DTA reserves the right to accept or reject any or all responses, or waive any informalities in the best interest of the DTA.

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Section 1 General Conditions

G-1 REQUEST FOR PROPOSALS

- a) Proposals are requested for Technician Uniform Rentals for the Duluth Transit Authority, 2402 West Michigan Street, Duluth, MN 55806.
- b) Proposals shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein, which shall be considered an essential part of the Contract Documents.
- c) Proposal prices shall be good for ninety (90) days after the Proposal opening.
- d) The DTA shall not be under any obligation for payment of precontractual expenses, including expenses for preparing or submitting a Proposal in response to this request, negotiating with the DTA on any matter related to this Proposal, and/or other expenses incurred by the Proposer prior to the date of award.
- e) Proposals are due at **1:00 p.m. on Thursday, October 29, 2020** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA will hold a **pre-proposal conference** on **Tuesday, October 20, 2020** at **10:00 a.m.** at the DTA Operations Center, 22402 West Michigan Street, Duluth, MN 55806. Those who are unable to attend in person may contact the Procurement Manager at 218-623-4329 for conference call information.
- g) The DTA intends to award the contract to the responsible Proposer as early as December 4, 2020.
- h) Throughout these specifications the words equipment, materials, and work can be interpreted as interchangeable.

G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Proposals shall be with the Procurement Manager and addressed to the DTA Procurement Manager via email, nbrown@duluthtransit.com, or regular mail, Duluth Transit Authority, attention Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806.

G-3 DEFINITION OF TERMS

Whenever the following terms are used in these Proposal 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 Jim Caywood for all work performed.
- c) Manufacturer, Vendor, Proposer, Offeror, Responder, Respondent, Contractor, or Consultant shall mean that firm submitting a responsive Proposal and subsequently receiving the contract award from the DTA as the contractor as detailed in these specifications.

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) Contractors and /or subcontractors may make appointments to discuss these specifications. 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 Proposal opening.

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- c) Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing no later than **2:00 p.m., Thursday, October 22, 2020**. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specifications that pertain to an item under consideration. The supporting evidence for the approved equal must be submitted with the request for approval. All requests must be submitted via email (preferred) to nbrown@duluthtransit.com or US Mail unless otherwise approved by DTA in writing.
- d) The replies to request under paragraph c) above will be emailed, mailed or faxed out on **Friday, October 23, 2020** to all prospective proposers.
- 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 Proposer's responsibility to obtain all documents available for this procurement

G-5 SELECTION CRITERIA

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, the best interests of the DTA and such other factors as may be reasonably determined to affect the ultimate economy of the award as stipulated in the Technical Specifications.

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 price proposal, if doing so would not be in the best interest of the DTA.

G-6 PREPARATION OF PROPOSAL

Proposals must be submitted on the forms attached. All blanks in the Proposal form must be completed with ink or typewriter. 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 and other documents submitted by the Proposer shall not stipulate any condition not contained in the specifications.

Each Proposal and all papers bound and attached thereto and shall be submitted in a pdf attachment marked **"Technician Uniform Rentals"** and emailed to nbrown@duluthtransit.com, or secured in a sealed envelope delivered to: Procurement Manager, Duluth Transit Authority, 2402 West Michigan Street, Duluth MN 55806.

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Proposals must be received by the Proposal deadline. Time means local time in Duluth, Minnesota. Proposals received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Proposals in the best interest of the DTA.

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

G-7 WITHDRAWAL OF PROPOSALS

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

G-8 CONTRACT FORM AND CHANGES

The chosen proposer, 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 RFP. Any proposed change in this Contract shall be submitted to the DTA for its prior approval prior to submission of the Proposal. 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.

G-9 BONDING REQUIREMENTS

No bonds are required.

G-10 PRICE COMPLETE

The price quoted in any Proposal submitted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment 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 contract 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 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.

G-11 DOCUMENTATION

The Contractor shall provide a complete listing of all products used.

G-12 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

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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.

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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-13 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

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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-14 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax.

G-15 SUBCONTRACTORS

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

G-16 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.

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SIGNIFICANT DATES OF PROCUREMENT

Date of Release	October 13, 2020	
Pre-Award Conference	October 20, 2020	10:00 a.m.
Requests for Changes/Clarifications	Thursday, October 22, 2020	2:00 p.m.
Responses to Changes/Clarifications	Friday, October 23, 2020	
RFP Opening	Thursday, October 29, 2020	1:00 p.m.

Section 2 FEDERAL TRANSIT ADMINISTRATION

Contract Clauses

A.1 ACCESS TO RECORDS

49 U.S.C. § 5325(g)

- a. Records Retention. The Contractor will retain, and will requires its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract; including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

A.2 BONDING REQUIREMENTS

2 CFR §200.325, 31 CFR Part 223

Does not apply to this procurement

A.3 BUS TESTING

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

Does not apply to this procurement

A.4 BUY AMERICA REQUIREMENTS

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

Does not apply to this procurement

A.5 CARGO PREFERENCE REQUIREMENTS

46 U.S.C. §55.05

46 C.F.R. Part 381

Does not apply to this procurement

A.6 CHARTER SERVICE

49 U.S.C.5323(d) and (r)

49 C.F.R. Part 604

Does not apply to this procurement

A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

49 U.S.C §§7401-7671q

33 U.S.C §§1251-1387

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

Does not apply to this procurement

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

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

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

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

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

It is the policy of the Duluth Transit Authority and the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBEs), 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 DBEs 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

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26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Duluth Transit Authority deems appropriate, which may include, but is not limited to:

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

DBE Participation

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

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

DBE Participation Goal

There is no DBE participation goal for this Contract.

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

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

A.10 EMPLOYEE PROTECTIONS

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

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), +29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

A.11 ENERGY CONSERVATION REQUIREMENTS

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

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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

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

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 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.

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

A. 14 LOBBYING RESTRICTIONS

31 U.S.C. 1352, 2 CFR §200.450

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

Does not apply to this procurement

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The DTA 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 DTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

A.16 PATENT RIGHTS AND RIGHTS IN DATA

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

Does not apply to this procurement

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

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

Does not apply to this procurement

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

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

18 U.S.C. § 1001, 49 C.F.R. part 31

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) (3)(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

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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.

End of Section

A.21 SAFE OPERATION OF MOTOR VEHICLES

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

Seat Belt Use

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

Distracted Driving

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

A.22 SCHOOL BUS OPERATIONS

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

A.23 SEISMIC SAFETY

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

A.24 SUBSTANCE ABUSE REQUIREMENTS

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

A.25 TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)
Termination for Convenience (General Provision)

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

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

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

If it is later determined by the Duluth Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the

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Contractor, the Duluth Transit Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Default (Supplies and Service)

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

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

A.26 VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)
Does not apply to this procurement

A. 27 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS EQUIPMENT

Does not apply to this procurement

A. 28 COMBATING RACE AND SEX STEREOTYPING

Executive Order 13950

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

1. The contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

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2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. In the event of the contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.
4. The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.+

DULUTH TRANSIT AUTHORITY

CONTRACT EXAMPLE FOR

Technician Uniform Rentals

October 13, 2020

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Section 3 Contract (example for bidding)

This Contract, made as of _____, 2020, by and between _____, a _____ (corporation, etc.) located at _____, 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 the Federal Transit Administration Contract Clauses; this Contract; Request for Bids (Procurement # 052-20-0304.2) dated October 13, 2020, General Special and Technical Specifications; all addenda issued prior to and all modifications issued after execution of the Contract; and the Contractor's 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 required by the Contract Documents for: Request for Proposals for the provision of Technician Uniform Rentals in accordance with the generally accepted standards of the profession for services of this type.

ARTICLE 3 TIME OF COMMENCEMENT, OPTION TO RENEW

The term of this Contract shall commence upon January 1, 2021 or %Notice to Proceed+ by the DTA, whichever occurs sooner, and shall continue through December 31, 2023, unless terminated earlier as set forth herein.

The DTA, may, at its sole discretion, extend the term of this contract for a period of two (2) years, from January 1, 2024 through December 31, 2025 upon written notice from the DTA Procurement Manager no later than December 1, 2023. 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

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

Payment does not imply acceptance of work. The granting of any progress payment or payments by DTA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the requirements 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 instruction of these contract requirements and specifications are not equal to samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay.

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ARTICLE 6 INVOICES

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

Duluth Transit Authority
Director of Finance
2402 West Michigan Street
Duluth, MN 55806

ARTICLE 7 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 Procurement Manager and the Contractor, shall be incorporated in written amendments to the Contract.

ARTICLE 8 INDEMNIFICATION

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

ARTICLE 9 INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota, which insurance shall indemnify Contractor and DTA, ATE Management of Duluth and First Transit, Inc. from all liability described in the paragraph above.
- (1) Workers' compensation in accordance with the laws of the state of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** 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 approved by the DTA; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual 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

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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, Inc., 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 Procurement Manager 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.

- 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 Procurement Manager 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. maintained for a period of six (6) years after receipt of final payment under this Contract.

ARTICLE 10 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 Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

- b. **Documentation of Costs**
Contractor will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices,

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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 Agreement. 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. **MN Government Data Practices Act**
Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Contractor. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify the DTA General manager and consult with the DTA as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.
- f. **Ownership of Data**
All survey notes, reports, design plans, specifications, special studies, records and other data prepared under this Agreement shall become the property of DTA when prepared and shall be delivered to the DTA General Manager upon completion or termination of the services of Contractor or at such earlier time as requested by the DTA.

ARTICLE 11 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 12 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 13 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.

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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 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 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

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 the DTA Procurement Manager 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 the DTA Procurement Manager as a change in the Contract.

ARTICLE 19 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 20 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 21 PROVISIONS HELD INVALID

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

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ARTICLE 22 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement 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 Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

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

Duluth Transit Authority

By _____

Title DTA General Manager

By _____

Its _____

PROPOSAL SHEETS

October 13, 2020

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Section 4 FORMAL PROPOSAL SHEET

PROPOSAL GUARANTEE REQUIREMENTS: Not Required.

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

Price quoted shall be for standard sizes XS-XL and includes embroidering and sewing on patches. Prices are **PER EMPLOYEE PER WEEK**, and include all costs, including environmental fees, delivery fees, billing fees, etc.

Item	Year 1 & 2 PE/PW	Replacement Cost	Year 3 PE/PW	%Increase Year 4 & 5
L. S. Shirts	_____	_____	_____	_____
S. S. Shirts	_____	_____	_____	_____
Pants	_____	_____	_____	_____
Coveralls	_____	_____	_____	_____
Class 2 Vis Shirt	_____	_____	_____	_____
Class 2 Vis Pants	_____	_____	_____	_____

Safety Mats

MATS Vendor shall provide cost to supply and service safety mats in accordance with the specifications contained herein.

SIZE	Quantity	Cost to supply and service
3 x 5 foot mat	18	9 per week each
3x 10 foot mat	14	7 per week each
4 x 6 foot mat, logo	1	Weekly
4 x 6 foot mat	12	12 per week each
4 x 6 foot mat	10	5 per week each
3 x 10 foot mat	10	5 per week each

Contractor shall supply microfiber Shop Towels in accordance with the specifications herein:

Total price **per week** to provide 100 shop towels per week for year 1: \$ _____
 Tax (as applicable) \$ _____

Total price **per week** to provide 100 shop towels per week for year 2: \$ _____
 Tax (as applicable) \$ _____

Total price **per week** to provide 100 shop towels per week for year 3: \$ _____
 Tax (as applicable) \$ _____

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Option period 1:

Total price **per week** to provide 100 shop towels per week for year 4: \$ _____
Tax (as applicable) \$ _____

Option period 2:

Total price **per week** to provide 100 shop towels per week for year 4: \$ _____
Tax (as applicable) \$ _____

Firm Name: _____

Acknowledgment
Mailing Address:
Recap

CITY STATE ZIP CODE

By: _____
(PRINT NAME) TITLE

Signature

Date: _____

Addendum

Number Date

PHONE NO. _____

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: _____

Section 5

REQUIRED CERTIFICATES

A. AFFIDAVIT OF NONCOLUSION

Certificate

I hereby swear (or affirm) under penalty of perjury:

- 1. That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation, have authority to sign on its behalf (if the proposer is a corporation);
- 1. That the attached Proposal or Proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to Proposal, designed to limit independent proposing or competition;
- 3. That the contents of the Proposal or Proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the Proposal or Proposals, and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
- 4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Additionally;

The _____ hereby certifies it is /is not (circle one)
Company Name

included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions.

Signed

Date

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Certificate B. **DEBARRED PROPOSERS**

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

Subscribed and sworn to before me
this ____ day of _____, 20__

Notary Public

My Commission Expires _____, 20__

C. COMPLIANCE WITH SPECIFICATIONS
Certificate

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

SIGNED _____

FIRM NAME _____

Certificate D

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

SIGNED _____

FIRM NAME _____

Certificate E: Combating Race and Sex Stereotyping

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

1. The contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

2. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. In the event of the contractor's noncompliance with the requirements of paragraphs (1), (2), and (4), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.

4. The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNED _____

FIRM NAME _____

TECHNICAL SPECIFICATIONS

FOR

TECHNICIAN UNIFORM RENTALS

October 13, 2020

TECHNICAL SPECIFICATIONS FOR Technician Uniform Rental

The Duluth Transit Authority is a public transportation bus system that operates fixed route and paratransit service seven days a week, 365 days a year. The DTA currently employs 20 full-time maintenance and service technicians, along with a facility maintenance technician and a shelter maintenance technician who require more visible protective clothing. The number of technicians is subject to change and dependent upon DTA service needs.

All uniforms require enhanced visibility retro-reflective stripes to permit workers to be more visible in areas where vehicles are moving at slow speeds; the facility maintenance and shelter maintenance technicians require high visibility uniforms for use in around active roadways. Quality of the product is important; a consistent, professional appearance facilitates customer recognition and safety.

The DTA is also seeking a supplier for rubber floor mats to be cleaned weekly and shop towels for maintenance staff. The DTA prefers to award one contract to a single supplier. However, if it is deemed to be in the best interest of the DTA, it reserves the right to select different vendors and/or add or delete items.

A. BACKGROUND, Maintenance Technicians

1. The DTA provides short sleeved and long sleeved shirts and work pants for 24 technicians, which are laundered and returned weekly. Technicians work in a dynamic environment in areas where buses and services vehicles are moving through the building; they also are frequently outside in darkness.
2. Uniform shirts must provide enhanced visibility with retro-reflective stripes providing increased visibility during daylight and in low light, in a layout to be approved by the Director of Maintenance.
3. The DTA requests enhanced visibility retro-reflective stripes on work pants.
4. In addition, the shelter technician and the facility maintenance technician work in an environment that places them near roadways and active driving lanes. Uniforms for these two employees must be Class 2 high visibility and reflectivity through the use of stripes and bright background material. Because of the nature of their work around tools and heavy equipment, loose clothing and vests are not recommended.

Their uniforms consist of a combination of short sleeved and long sleeved shirts and work pants, and/or one piece coveralls.

B. TECHNICAL REQUIREMENTS, Technician Uniforms

1. Uniforms will consist of long-tail shirts that can be tucked in, pants without cuffs, and/or a one piece coverall. Employees may select a combination of long and/or short sleeve shirts, pants and/or coveralls.

All uniform pants, shirts and coveralls must be laundered by the Vendor.

2. Pants shall have a boot-like cut to fit over work boots.
3. All materials used must be capable of withstanding repeat washing and drying, and resist stains or be able to be cleaned of heavy duty grease and grime without compromising the integrity of the visibility and reflectivity.

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4. Technicians prefer materials that protect from arc flash in accordance with ASTM F1506.
5. Clothing provided shall be standard background color and material, no custom goods shall be required. Color swatches shall be provided upon request of the DTA.
6. Except for the Class 2 uniforms, color of reflective stripes shall be silver, or a standard color selected by the DTA. No custom colors will be accepted. Layout of stripes will be approved by the Director of Maintenance prior to order. Stripes shall be sewn on or integral to the garment.
7. Upon award, the Vendor shall have thirty (30) days to size and furnish all employees with uniforms. Pick-up of used uniforms and delivery of cleaned uniforms will be provided at least once each week.
8. New employees will be furnished with new uniforms within ten (10) working days of initial request.
9. Uniforms supplied on the initial order shall be new, unused and of current stock.
10. Vendor shall provide regular merchandise freshly washed and processed, repaired and finished in accordance with generally accepted standards of the textile rental industry. Workmanship shall be of first class commercial quality to produce clean, dry uniforms of good general appearance. It shall be performed with handiwork, safe cleaning substances and heat conditioning to promote extended serviceability of the uniforms.
11. The Vendor will maintain all garments in a new and first class condition by cleaning and making necessary alterations.
12. Uniforms shall be delivered on hangars, pressed, wrinkle free and ready to wear. Alternate methods of pressing or finish treatments may be utilized with the prior approval of the DTA Director of Maintenance. Any uniform delivered otherwise will be rejected and no rental fee paid.
13. Technicians are working on heavy machinery. Proposer will replace merchandise worn out through normal wear and tear, or at least once each year. No exceptions will be permitted.
14. Provider shall supply eleven (11) sets of uniforms for each technician unless otherwise specified. Each uniform shall have a name tag securely fastened on the uniform.
15. If it is determined that a uniform turned in for repair is not repairable, the replacement shall be at the Vendor's expense. There shall be no charge for replacement of soiled uniforms. Slightly used uniforms without holes, tears and stains that meet the performance standards may be supplied for damaged, lost or worn items during the contract period for temporary use until new replacements arrive.
16. Uniforms shall be clean, neat appearing and odor free. Normal wear items such as buttons, tears, reflective strips and seams shall be repaired to original performance standards. Failure to keep uniforms in proper repair, neat appearance and prompt response for service shall be cause for cancelling this contract.
17. Upon notification of award, the successful Proposer shall immediately arrange to measure all employees who are to be furnished uniforms. DTA shall provide a schedule for measuring employees, which shall be conducted at the DTA facility, 2402 West Michigan Street, Duluth, MN 55806 or an alternate location approved by the DTA Project Manager. The Proposer shall provide qualified personnel

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to take measurements; the Proposer shall coordinate directly with DTA to ensure that all employees are measured no later than thirty (30) days after Contract award.

18. Any garment received that is incorrectly fitted because of Proposer's measurement error or factory delivery error must be exchanged for the correct size. The Proposer will be responsible for, and is to include in the quoted price, alterations required to adjust or finish length of pants and sleeves of shirts.

19. Presently all uniforms are men's cut, however, the Proposer shall guarantee that ladies cut styles are available if so needed.

20. There shall be no additional charge for uniforms considered extra size, extended size, big & tall size, plus size, small size, or any other size which may mean outside the "normal" size.

21. The Vendor will maintain an adequate stock of uniform items to ensure proper execution of the contract requirements. Upon start-up of contract, the Vendor will measure all employees for uniforms and will maintain a file on sizes for replacement uniforms as needed.

22. Size changes will be made as needed at no additional cost to the DTA.

23. Name tags shall be a patch with white background and navy lettering. Tag shall be roughly 3.5-inches long by 1.5 inches high. Iron on patches must also be sewn on. Name tags will be located above the right shirt pocket.

24. The Vendor will be responsible for the name tags, and will provide a prototype to the DTA for approval prior to production. Tags shall be permanently attached to the uniform, and shall be replaced if detaching or peeling occurs. Use of monofilament to secure patches or effect repairs is not acceptable.

25. All garments will be finished with a permanently affixed woven label indicating the fiber content, brand, garment cared.

26. All garments shall have the employee's name in an inconspicuous place to prevent loss or theft. Proposer may use barcoding to track individual garments, however, employees must be able to identify their own garments.

27. Reflective material for the shelter and facility maintenance technicians shall be lime green and conform to OSHA guidelines for Class 2 visibility.

28. Garments that experience reduced reflectivity due to wear shall be replaced by the Vendor at no additional cost.

29. The Vendor's route representative shall be notified when a DTA technician discontinues employment and the employee's name shall be immediately deleted from the billing ticket and rental payments shall be stopped. Uniform rental will be paid for any employee who is absent from work for two (2) weeks or less.

30. When an employee is absent from work for more than two (2) weeks, the Vendor shall be notified and rental payments shall be stopped. The DTA reserves the right, with proper notice to the Vendor, to delete the uniform rental schedule for an employee on extended leave. DTA will not be billed for that employee's uniform during that timeframe. No reinstatement fee will be billed when the employee returns to work.

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31. New employees will not be charged a setup fee and will be furnished new uniforms at the contracted prices.
32. Shortages. Any shortages must be delivered the following workday after uniform delivery or an error in the number of uniforms delivered is discovered.
33. Any uniform deemed to be unsanitary, unclean or that have an odor present will be rejected, and the Vendor shall provide corrected uniforms the following day at no additional cost to the DTA.
34. No additional delivery charges shall be added to the cost of the uniforms.
35. Merchandise supplied by the selected Vendor under this contract is the property of the Vendor. The DTA will pay for merchandise that it has lost or damaged, except through normal wear and tear, and is expressly not responsible for loss by the Vendor.
36. The Vendor shall provide a weekly report to the Director of Maintenance on all exceptions submitted by the DTA.
37. The DTA will pay for all undisputed loss and damage charges to the Vendor in agreement with the Replacement cost per unit detailed in this Request for Proposals. The Replacement costs shall be based on the unused portion of the useful life of the garment on a straight line depreciation basis. A separate monthly loss and ruin invoice is required for reimbursement. Replacement cost is not to be included on the flat fee invoice.
38. If the Vendor discovers uniform losses by an employee, the Vendor will notify the DTA when a loss is discovered and will request a status from the DTA within five (5) days. DTA will take reasonable action to assist with recovery efforts within its own facility.
39. If the Vendor discovers a uniform loss by an employee of the DTA, the Vendor will notify the DTA and will request a status from the DTA within five (5) days.
40. The cost of all normal repairs shall be included in the rental fee; the Vendor is required to make all repairs in a good workmanship manner to the satisfaction of the DTA.
41. The DTA may elect, but is not required to, perform random inspection of uniforms or products supplied under this agreement, to determine contract compliance.
42. The Vendor shall avoid harsh chemicals in the laundering process that may have or has adverse effects on personnel or garments. Use of chemicals that are in violation of any laws and regulations regarding this service will be cause for contractor cancellation; the Vendor shall assume all liability arising from such violation.
43. No starch or similar product is to be used.
44. All uniforms shall be preshrunk.
45. Substitutions. Substitutions of brand or styles may be considered during the contract period for discontinued items. The Vendor shall not deliver any substitute item as a replacement to an awarded brand or style without express written consent of the DTA Director of Maintenance or designee prior to such

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delivery. Substitute items must be of equal or greater quality than the awarded item. Substitute items shall be considered only in emergency situations and excessive substitution requests may be reason to cancel the Contract.

46. "Or Equal" The technical specifications contained herein are used to describe fabrics and materials which will meet the appearance, durability, wear ability and visibility standards of the DTA. Minor deviations may be granted by the Director of Maintenance for equal fabrics and materials. However, each substitution must be accompanied by a written summary describing the comparative qualities of the original and the proposed substitution. The Director of Maintenance may request further documentation or testing as needed, and reserves the right to accept or reject any or all substitutions or all Or Equal substitutions. The Director of Maintenance shall be the final authority in determining or equal substitutions suitability.

47. In the event an employee elects to return an unused garment(s) for any valid reason, the Contractor shall replace the returned garment(s) at no additional cost to the DTA, and at no cost to the employee. If employee does not request a replacement, a refund will be issued directly to the DTA for the full unit purchase price for such returned garment. All refunds will be issued within seven business days of receipt of the returned items.

C. UNIFORM MATERIAL SPECIFICATIONS

1. Work Shirts:

- a. 60% Polyester/40% cotton blend
- b. Lined collars
- c. Non-metallic buttons (no snaps)
- d. Long sleeve or short sleeve or combination, employee choice
- e. Two pockets with buttonholes.
- f. Color: Dark Blue with silver retro-reflective stripes on torso and sleeves. Color is subject to change, depending on availability and choices available from the successful Proposer.
- g. Wrinkle and stain resistant

2. Work Pants:

Contractor shall provide a price to provide work pants with visibility enhanced retro-reflective silver stripes for technician uniforms. Stripes shall be located on the pant leg in a manner that will enhance visibility and not compromise the quality and wear life of the pants.

- a. 65% Polyester/35% cotton blend
- b. Regular cut
- c. Pockets on front and rear
- d. Zippered fly
- e. No cuffs.
- f. Belt loops able to accommodate a 2 ¼ inch belt
- g. Color: Dark Blue
- h. Wrinkle resistant

3. Full Coveralls:

- a. Heavy duty "jumpsuit style" to be worn over street clothes
- b. cotton blend with enhanced visibility silver retro-reflective stripes on sleeves and torso, option on the outside leg.

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- c. Long or short sleeve
- d. Metal button front
- e. No cuffs
- f. Color: gray or standard color (to be approved by Project Manager)
- g. Non-insulated
- h. No elastic in the waist
- i. Front pockets

Coveralls shall have visibility enhanced retro-reflective stripes in a layout approved by the Director of Maintenance.

D. REPAIRS

1. The selected vendor shall maintain all rental uniforms in a reasonable condition, including replacement of buttons and zippers, and repairing rips and tears. Patching damaged areas will not be acceptable.
2. Damages due to work related activities, such as burn holes from welding, paint stains, rips or tears due to snags on work materials or equipment will not be considered as willful abuse and will be repaired by the Vendor. The interpretation and definition of reasonable condition shall be unconditionally that of the DTA, and the Vendor shall unconditionally accept said interpretations. In the event a garment is beyond repair, the Vendor shall replace the garment with a new garment at no cost.
3. DTA shall not be required to identify items needing repair. However, hard to find or overlooked repairs shall, to the best of their ability, be identified by DTA staff using a repair tag supplied by the selected Vendor, or some other agreed upon means. The repair tag shall be placed on the garment label.
4. Clean uniforms returned from the laundry but still requiring repair will be kept separate from the soiled garments and returned to the Vendor. No charge will be made to the DTA for corrective actions.
5. Tears and rips may be repaired without cloth backing if a complete closure can be made.
6. Repairs will be made to the crotch of the garment as needed.
7. Broken zippers will be repaired or replaced with equivalent quality and color; broken, bent or missing buttons will be replaced with equivalent quality, type and color.
8. Any garment believed to be intentionally damaged by a DTA employee must be shown to the Director of Maintenance or his designee at the time of pick up and noted on the weekly report. Damaged garments so noted shall be paid for by the DTA.
9. On a monthly basis, the Vendor will email an Employee Uniform Status Report, to include Loss and Ruin data, in and MS Excel format to the Director of Maintenance or his designee.
10. The DTA requires once a week delivery and pickup, during normal business hours, on the same day and time every week. Deliveries scheduled to land on a holiday shall be changed to a schedule agreed upon by the Director of Maintenance.

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E. QUALITY

1. Only new, unused, first quality garments shall be accepted under this contract. Vendor must provide documentation that all clothing items furnished are first quality and provide evidence of the durability for each item furnished.
2. The DTA reserves the right to request samples of proposed garments prior to accepting proposals. Failure to provide samples upon request will deem the Proposer to be non-responsive.
3. The DTA will not accept any garment that has been previously returned to the Contractor for quality reasons.
4. Any uniform delivered in a condition that is deemed unacceptable based on the aforementioned reasons will be returned to the route representative. The rental for that garment will not be paid until the uniform is corrected. The Vendor shall have a maximum of five (5) working days to make the correction.

F. ORDERING:

1. No item subject to this agreement will be issued without a signed purchase order.
2. The vendor shall issue only the items listed on the purchase order. The DTA will not be responsible for payment of any additional items or services issued by the vendor in excess of the original purchase order.
3. Time for Performance. Time is of the essence in the performance of this Contract. The Contractor shall fully perform all of the obligations of this Contract, including without limitation the satisfactory delivery of all goods to be sold, and the satisfactory performance of all work to be done.
4. Special orders and/or backorders must be delivered as soon as possible, but in no circumstances later than eight (8) weeks from the date of order.

fees and energy surcharge fees. No additional charges will be permitted over and above the proposed rental rate per employee per week as identified in the proposal response.

2. The vendor shall bill the DTA once a month. Billing should be received by the DTA Finance Department no later than the 5th business day of the month following the delivery of goods or services. Payment will be made no later than the last business day of the month following the delivery of goods or services.
3. For each order submitted for payment the vendor shall include:
 - The name of the item - cost of each item ó extended price for multiple items ó invoice total
 - Upon receipt of the monthly billing DTA staff will audit and issue approval for payment.
 - Payment may be withheld on orders that are not satisfactory or have been returned.
4. The Contractor shall be responsible for all inventory counts of outgoing and incoming uniforms to the DTA. The route representative shall submit to DTA a checklist of incoming and outgoing uniforms for each employee upon pick up or delivery.

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5. Deliveries must be made free of charge to the DTA operations facility, 2402 West Michigan Street, Duluth, MN 55806.

G. PRICING, BILLING & PAYMENT

1. Pricing shall be **per employee per week**.

2. Prices quoted shall be net and include delivery of uniforms ready for use, all transportation, preparation, set up charges, emblem, outsize charges, damage/replacement charges, environmental fees and energy surcharge fees. No additional charges will be permitted over and above the proposed rental rate per employee per week as identified in the proposal response.

2. The vendor shall bill the DTA once a month. Billing should be received by the DTA Finance Department no later than the 5th business day of the month following the delivery of goods or services. Payment will be made no later than the last business day of the month following the delivery of goods or services.

3. For each order submitted for payment the vendor shall include:

- The name of the item - cost of each item ó extended price for multiple items ó invoice total
- Upon receipt of the monthly billing DTA staff will audit and issue approval for payment.
- Payment may be withheld on orders that are not satisfactory or have been returned.

4. The Contractor shall be responsible for all inventory counts of outgoing and incoming uniforms to the DTA. The route representative shall submit to DTA a checklist of incoming and outgoing uniforms for each employee upon pick up or delivery.

5. Deliveries must be made free of charge to the DTA operations facility, 2402 West Michigan Street, Duluth, MN 55806.

H. SHOP TOWELS

Respondents must include a separate cost to provide shop towels suitable for an industrial setting. Contractor shall provide towels on a weekly basis, picking up used towels and supplying laundered towels that are clean and in usable condition. Towels shall be 100% cotton, red in color, and 18 inches by 18 inches square. Typically the DTA uses about 100 shop towels per week, but the quantity may be adjusted at the sole discretion of the Director of Maintenance with no penalty to the DTA.

I. ADDITIONAL SERVICES, Safety Mats

1. The DTA has safety mats in the maintenance area and in the administration area that require weekly or bi-weekly cleaning. In addition, mats are placed at the Duluth Transportation Center (öDTCö) and Transit Center East (öTCEö) for passenger safety.

2. The Vendor shall furnish, install, and maintain specified floor mats at the designated locations for 12 (twelve) months per year. All mats furnished shall be standard stock size.

3. Mats shall be carpet fiber yarn with a rubber backing for maximum oil resistance, of a quality and appearance suitable for an industrial setting as well in public areas. Mats shall have compression molded reinforced borders on all four sides, and shall be flame resistant.

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4. Mats deemed unacceptable to the DTA shall be replaced by the Vendor at the Vendor's sole cost and expense. Unacceptable mats include mats that are curled, wrinkled or that do not lay perfectly flat on the floor.
5. Mats shall be dark gray with a black border. Other standard choices may be requested by the DTA.
6. Mats shall be clean, free of stains, rips, burns and other appearance deficiencies. The Vendor shall replace any unacceptable mats within 48-hours of notification from the DTA at no additional cost to the DTA.
7. The DTA may request samples of the proposed mats prior to award of the contract.
8. In addition, the DTA owns one 4-foot by six-foot mat with the DTA logo that must be serviced weekly. This mat is cleaned and replaced back on the floor within 48-hours.

J. ESTIMATED QUANTITIES Contractor will adjust quantities to actual upon initial order and upon personnel changes as needed.

1. Technician Shirts (please note this reflects current needs and may change at any time.)

Size	Type	Quantity in circulation	# of Employees
Large	Long Sleeve	59	6
Large Tall	Long Sleeve	11	1
X-Large	Long Sleeve	72	8
X-Large Tall	Long Sleeve	11	1
2-XL	Long Sleeve	26	3
3-XL	Long Sleeve	26	3
Medium	Short Sleeve	11	1
Large	Short Sleeve	16	2
X-Large	Short Sleeve	16	1
2XL	Short Sleeve	5	2
3X	Short Sleeve	11	1

2 Technician Pants (please note this reflects current needs and may change at any time.)

Size	Quantity in Circulation	# of Employees
30/32	11	1
32/30	11	1
34/30	20	2
34/32	22	2
34/34	22	2
36/30	11	1
36/32	44	4
36/34	22	2
36/36	11	1
38/30	11	1
38/32	4	1

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40/30	22	2
40/32	33	3
40/34	11	1

3. Technician Coveralls (please note this reflects current needs and may change at any time.)

Size	Type	Quantity	# of Employees
42R	Long Sleeve	3	1
46R	Long Sleeve	3	1
52R	Long Sleeve	13	1

4. High Visibility Class 2 Facility and Shelter Maintenance (2 Technicians)

(please note this reflects current needs and may change at any time.)

Size	Type	Quantity	# of Employees
3XLT	Long Sleeve Shirts	11	1
3XL	Long Sleeve Shirts	8	1
44/32	Pants	8	1
44/36	Pants	11	1
54R	Long Sleeve Coveralls	4	1

5. Safety Mats (Operations Center, DTC and TCE)

Size	Inventory	
3 x 5 foot mat	18	9 per week
3x 10 foot mat	14	7 per week
4 x 6 foot mat, logo	1	1 per week
4 x 6 foot mat	12	12 per week
4 x 6 foot mat	10	5 per week
3 x 10 foot mat	10	5 per week

K. SHIPMENT AND DELIVERY CONFIRMATION OPERATION

1. The DTA requires that garment delivery, regardless of method, provide solid, indisputable proof that the ordered garments were received by DTA. The Contractor shall ship all garments, complete with alternations and customizations, if any, within 30 days after the date the Contractor receives the order. The date on which an order is received by vendor shall be considered the order date. The Contractor shall ensure that any method of transportation used to deliver the garment provides at a minimum a shipment tracking number and proof of delivery.

2. The Contractor, as part of its proposal, shall submit a detailed description of their ability to track order dates, delivery dates, and billing amounts.

L. WARRANTY: All garments, garment alterations, workmanship, and materials furnished under this contract shall be unconditionally warranted against failures or defects, whether such failures or defects are caused by the Vendor, the garment manufacturer, or any other third party for a period of thirty (30) days from the date of acceptance by the DTA or the DTA employee receiving the garment. The Vendor shall accept the DTA's records with respect to the date of any acceptance.

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In the event that any work covered by this Contract fails during the warranty period or is found to be defective during the warranty period, the Vendor shall, at no additional cost to the DTA, repair or replace the work.

The warranty will not apply to the extent that the garment failure is caused by user or DTA abuse, including garment(s) damaged by fire, water, cuts or tears caused by external objects while in the possession of the DTA or the employee, or stains caused by external substances after delivery and acceptance or failure to appropriately care for and rotate garments by employee. The warranties under this Contract shall not in any way or manner decrease, modify, affect, relieve or excuse the Vendor, Subcontractor or Suppliers from their responsibility or liability under applicable law or any other provision of this Contract for breach of which they would be responsible and liable to the DTA or any other person or persons.

SECTION 4: EVALUATION CRITERIA

1. Vendor must provide information regarding their background in the uniform supply business, references and other information that may be valuable in evaluating their proposal. Vendor must demonstrate its ability to supply DTA with proposed uniform items in a timely manner as ordered, have acceptable accounting and tracking practices, and have the special tailoring capabilities to meet the needs of the DTA. Vendor must have the ability to provide all uniform items. Vendor must have the ability to measure employees to ensure proper sizing and complete minor alterations i.e. hem trousers; cut off and square shirt tails; sew patches on clothing items; perform other minor alterations; and, provide embroidery for various logos for clothing items.
2. The DTA will make the award to the responsible Proposer whose proposal is most advantageous to the DTA. The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking nor make a recommendation to award to the Proposer with the lowest price proposal, if doing so would not be in the best interest of the DTA.

Evaluation Criteria:

A.	Cost	40%
B.	Ability to supply needed products and services	20%
C.	Quality of products and Services offered	20%
D.	Expertise, qualifications, and reliability of the firm	15%
E.	Other Relevant matters	5%

A. Cost

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

B. Ability to supply products and services

The technical qualifications and experience of the Vendor will be determined by the following factors:

- É The overall experience of the Vendor in providing over the counter uniforms in a timely manner.
- É The Vendor's ability to track orders and deliveries, and communicate the status of the order
- É Acceptable accounting practices
- É The quality of the manufacturers the Vendor has relationships with, as well as the length of time the Vendor has experience with manufacturers.
- É The Vendor's ability to provide special tailoring capabilities to meet the needs of the DTA.

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- É Vendor must be able to provide all uniform items.
- É Ability to maintain sufficient inventory to meet the DTA's needs, including sufficient storage facilities if necessary.
- É Vendor must have the ability to measure employees to ensure proper sizing.
- É Vendor will be evaluated in part on the past work experience comparable to the work detailed in this RFP. References for previous work conducted similar to this project will also be accepted and reviewed.

C. Quality of Products and Services

Besides the quality of the garment offered, the quality and timeliness of delivery of garments, the quality and timeliness for completion of alterations and repairs, as well as customizations, will be of primary importance. Vendor will provide references on subcontractors performing alterations, and methods for managing the work to ensure timely and orderly completion.

D. Expertise, qualifications, and reliability of the firm

The expertise and professional level of the individuals proposed to conduct the work for the DTA, as well as the systems and technology used to perform the work will be evaluated. Vendor must have the ability to complete minor alterations, i.e. hem trousers, cut off and square shirt tails, sew patches on clothing items, perform other minor alterations, and provide embroidery for various logos.

E. Other Relevant matters

Other relevant matters may include the clarity and completeness of the proposal and the apparent general understanding of the work to be performed, etc.

F. As Proposals are considered by the DTA to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical Proposals are evaluated as essentially equal, cost or price may be the deciding factor.

G. At the DTA's option, may elect to interview Proposers or seek further information before awarding the contract.

H. The DTA may request samples of garments and/or alterations to assist in evaluating a Proposer's qualifications. References to a website or catalog or not sufficient and will be rejected. There shall be no cost born to the DTA for providing the samples. Sample garments and/or mats must be of the same brand and quality as proposed in the contract. Samples will be returned to the Proposer upon completion of the evaluation. Failure to provide requested samples in a timely manner may render the Proposer non-responsive.