



Duluth Transit Authority

REQUEST for PROPOSALS

RFP# 2025.10.20

FOR

FULL-SERVICE RENTAL PROGRAM: UNIFORMS, RAGS & FLOOR MATS

October 20, 2025

Duluth Transit Authority

2402 W. Michigan St · Duluth, MN 55806

email: hborn@duluthtransit.com

Phone: (218) 623-4329

Duluth Transit Authority Request for Proposals

The Duluth Transit Authority (DTA) is seeking qualified firms for a full-service rental program supplying Technician Uniforms, Rags and Floor Mats as detailed in this Request for Proposals.

Bids must be received no later than **1:00 p.m., November 12, 2025**. Technical Specifications, and all other requirements are included in this RFP document.

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

RFP Schedule			
Procurement Event	Location of Event, or link/email	Date	Time
Date of Release	Online: https://www.duluthtransit.com/home/doing-business/procurements/	October 20, 2025	
Request for Clarifications	Email to: hborn@duluthtransit.com	October 31, 2025	12:00 p.m.
Response to Clarifications	Written Addendum on Website https://www.duluthtransit.com/home/doing-business/procurements/	November 5, 2025	
Proposal Due Date	Email to: hborn@duluthtransit.com	November 12, 2025	12:00 p.m.
Award	Successful bidder will be notified via email	As early as November 20, 2025	

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Section 1

GENERAL CONDITIONS

G-1 REQUEST FOR PROPOSALS

- a) Proposals are requested from qualified firms to provide a full-service rental program for technician uniforms, rags and floor mats for the Duluth Transit Authority as detailed herein.
- b) This project is funded in part by a grant from the Federal Transit Administration, Assistance Listing #20.507.
- c) Proposals shall be on the proposed rates and costs under the requirements and conditions set forth herein, which shall be considered an essential part of the Contract Documents.
- d) The DTA reserves the right to accept and/or refuse any or all proposals, to add or delete work without penalty, in the interest of the DTA.
- e) Proposers must adhere to all terms of this RFP.
- f) Proposer will bear all costs incurred in responding to this RFP.
- g) Proposal prices shall be good for ninety (90) days after the proposal due date.
- h) Proposal must include a W-9.
- i) Proposals to include all relevant info concerning the submitted proposal.
- j) This Contract is subject to the approval of the DTA Board of Directors.
- k) The DTA intends to award the contract as early as November 20, 2025 with the rental services starting January 1, 2026.

G-2 INQUIRIES

All inquiries and other correspondence relating to this Request For Proposals should be emailed to hborn@duluthtransit.com . Email subject line must contain '***Inquiry – Full-Service Rental Program - RFP# 2025.10.20.***'

G-3 DEFINITION OF TERMS

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

- a) DTA, customer, buyer, or Operator shall mean the DTA.
- b) Project Manager shall mean Mr. Mark Ness, Director of Maintenance.
- c) Manufacturer, Vendor, Proposer, or Contractor shall mean that firm subsequently receiving the Contract award from the DTA as detailed in these specifications.
- d) Equipment, materials, and work can be interpreted as interchangeable.

G-4 SUBSTITUTIONS AND OR EQUAL

- a) Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal".
- b) DTA officials are NOT authorized to discuss this RFP with anyone, including Bidders, before the Bid submission deadline without permission, except that prime contractors and/or subcontractors may make appointments to discuss these specifications with the Procurement Manager. This, however, does not relieve them from the written documented request required by paragraph c) below. Where prior approval is called for in the specifications, it means prior to the proposal due date. Responses to questions will be provided to all Proposers in the form of an addendum to this RFP.
- c) Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the Procurement Manager in writing via email no later than **time & date listed on RFP Schedule**. Any request for an approved equal must be fully 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

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for the approved equal must be submitted with the request for approval. All requests must be submitted via email unless otherwise approved by the DTA Procurement Manager in writing.

- d) The replies to request under paragraph c) above will be posted in the form of an addendum to this RFP on the DTA website at www.duluthtransit.com/doingbusinesswithus per the **time & date listed on RFP Schedule**.
- e) Changes to the specifications will be made only by written addendum. Addendum will be posted on the DTA website at www.duluthtransit.com. It is the Bidder's responsibility to obtain all documents available for this RFP.

G-5 CONSIDERATION OF PROPOSAL

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

The DTA will make the award to the responsible Proposer whose proposal is most advantageous to the DTA.

G-6 PROPOSAL DOCUMENTS, ADDENDA

It is the Proposer's responsibility to assure the receipt of all procurement documents, including addenda, pertaining to this Request for Proposals. All documents will be posted online at <https://www.duluthtransit.com/home/doing-business/procurements/>.

G-7 PROPOSAL CONTENTS CERTIFICATION

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

G-8 PREPARATION OF PROPOSAL

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

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

Each Proposal and all required documents shall be emailed using subject line **"Full-Service Rental Program – RFP# 2025.10.20"** to: hborn@duluthtransit.com

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Proposals must be received no later than the **time & date listed on RFP Schedule**. Time means local time in Duluth, Minnesota. Late proposals will not be considered. The DTA reserves the right to accept or reject any and/or all proposals in the best interest of the Authority.

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

G-9 WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its Bid at any time before the bid closing date. Proposals withdrawal requests shall be sent to hborn@duluthtransit.com, using subject line **"WITHDRAWAL OF PROPOSAL – Full-Service Rental Program RFP# 2025.10.20"**, before the time set for the proposal due date.

G-10 PROPOSAL DOCUMENTS, ADDENDA

It is the Proposer's responsibility to assure the receipt of all procurement documents, including addenda, pertaining to this Request for Proposals. All documents will be posted online at <https://www.duluthtransit.com/home/doing-business/procurements/>.

G-11 PROPOSAL CONTENTS CERTIFICATION

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

G-12 CONTRACT FORM AND CHANGES

The chosen Proposer, within twenty (10) days after the award of the Contract from the DTA shall sign the formal Contract.

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

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

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G-13 CONTRACT TERM, OPTIONS TO EXTEND

The awarded Contract for the full-service rental program will be for a base period of thirty-six (36) months with two (2) one-year options. Options may be exercised at the DTA General Manager's sole discretion via amendment to the Contract at last one (1) month preceding when the contract or the option period expires.

G-14 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 products pursuant to these specifications. It is the intention of these specifications to provide and require complete products of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the supply of such products shall be considered included in the proposal specifications although not directly specified or called for in these specifications. No advantage shall be taken by the Proposer, manufacturer or supplier in the omission of any part or detail which goes to make the products complete and ready for service or use.

Proposer acknowledges and agrees that it will not and cannot assume conditions affecting the work based upon documents and information provided by the DTA or representations and statements made by DTA personnel. The DTA assumes no responsibility for any conclusions or interpretations made by the Proposer based on the information made available by the DTA. Nor does the DTA assume responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agents before the execution of the Contract, unless that understanding or representation is expressly stated in this Contract.

G-15 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS

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

G-16 DISPOSITION OF RESPONSES

All materials submitted in response to this RFP will become the property of the DTA, and will become public record in accordance with Minnesota Statutes §13.591 after the award process is complete. Pursuant to the statute, If a Proposer submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time of proposal submittal
- Include a statement with the proposal justifying the trade secret designation for each item,
- Respondent may not declare the entire proposal confidential; and
- Defend any action seeking release of the materials it believes to be trade secret, and
- indemnify and hold harmless the DTA, and ATE Management of Duluth, and the Minnesota Department of Transportation and their agents and employees, from any judgements or damages awarded against the DTA, and ATE Management of Duluth, and the Minnesota Department of Transportation in favor of the party requesting the materials, and all costs connected with that defense. This indemnification survives the DTA's award of a Contract. In submitting a proposal in response to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the DTA. DTA is required to

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keep all basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

- Notwithstanding the above, the above DTA may determine those items marked as trade secret materials to be public under MN Government Data Practices Act Minnesota Statutes, Chapter 13.

G-17 PROTEST PROCEDURES

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

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

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

PROTESTS BEFORE AWARD

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

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

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

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

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

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

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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-18 ORGANIZATION CONFLICTS OF INTEREST

- a) An organization conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.
- b) The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Administration. If, after award of this Contract or task order, the Contractor discovers a conflict of interest with respect to this Contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Administration as set forth below.
- c) The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Administration in analyzing the situation.
- d) The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Administration, for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Administration.
- e) If the DTA's Director of Administration, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures

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

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

G-19 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-20 SUBCONTRACTORS

No Subcontractors are allowed for this contract.

G-21 SINGLE RESPONSE

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

G-22 NO ENDORSEMENT

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

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Section 2

FEDERAL TRANSIT ADMINISTRATION

Contract Clauses

A.1 ACCESS TO RECORDS

49 U.S.C. § 5325(g)

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

A.2 BONDING REQUIREMENTS

2 CFR §200.325, 31 CFR Part 223

Does not apply to this procurement

A.3 BUS TESTING

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

Does not apply to this procurement

A.4 BUY AMERICA REQUIREMENTS

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

Does not apply to this procurement

A.5 CARGO PREFERENCE REQUIREMENTS

46 U.S.C. §55.05

46 C.F.R. Part 381

Does not apply to this procurement

A.6 CHARTER SERVICE

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

49 C.F.R. Part 604

Does not apply to this procurement

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

49 U.S.C §§7401-7671q

33 U.S.C §§1251-1387

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

Does not apply to this procurement

A.8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

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

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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 Executive Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants be employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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Contractor Assurance

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

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

DBE Participation

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

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

DBE Participation Goal

There is no DBE participation goal for this Contract.

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

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

A.10 EMPLOYEE PROTECTIONS

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

29 C.F.R. Part 5, 18 U.S.C. §874

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

Prevailing Wage and Anti-Kickback

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

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours.

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Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

Does not apply to this procurement

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- 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.

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

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

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

A. 14 LOBBYING RESTRICTIONS
31 U.S.C. 1352, 2 CFR §200.450
2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20

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

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

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

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

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

A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

A.16 PATENT RIGHTS AND RIGHTS IN DATA
2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401
Does not apply to this procurement

A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES
49 U.S.C. 5323 (m), 49 C.F.R. Part 663
Does not apply to this procurement

A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001, 49 C.F.R. part 31

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

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

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

A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5333(b) ("13(c)", 29 C.F.R. part 215

Does not apply to this procurement

A.20 RECYCLED PRODUCTS

42 U.S.C. § 6962 , 40 C.F.R. part 247

2 C.F.R. part § 200.322

Recovered Materials

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

A.21 SAFE OPERATION OF MOTOR VEHICLES

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

Executive Order No. 13513, U.S. DOT Order No. 3902.10

Seat Belt Use

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

Distracted Driving

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

A.22 SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f), 49 C.F.R. part 605

Does not apply to this procurement

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

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A.24 SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655

49 C.F.R. part 40

Does not apply to this contract

A.25 TERMINATION

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

Termination for Convenience (General Provision)

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

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Termination for Default (Supplies and Service)

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

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or

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

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

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

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

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

A.26 VIOLATION AND BREACH OF CONTRACT
2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)
Does not apply to this procurement

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

(a) *Definitions.* As used in this clause—

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

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

Covered telecommunications equipment or services means—

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

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

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

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

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Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

A. 29 NOTICE OF LEGAL AGREEMENT OR LITIGATION

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

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

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

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

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

A.30 FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION
FTA MA(29) February 7, 2022 Sec (G)

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

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

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

A. 31 TRAFFICKING IN PERSONS
FTA MA(19) February 7, 2022, Sec (F) Section 106(g) of the
Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. §7104(g) and 2 C.F.R. Part 175

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

Prohibition:

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

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

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Section 3

CONTRACT (example for Proposal)

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

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of Federal Transit Administration Contract Clauses, this Contract; Request for Proposals# _____ dated XXXXXXXX XX, 2025, including the General Conditions and Mandatory Clauses; Technical Specifications & Drawings; prevailing wage schedules, all addenda issued prior to and all modifications issued after execution of the Contract; and the executed proposal form and Required Certificates, all as fully a part of the Contract as if attached to this Contract or repeated herein.

ARTICLE 2 THE WORK

The Contractor shall perform the work required by the Contract Documents for: Request for Proposals for Technician Uniform, Rag and Floor Mat Rentals in accordance with the generally accepted standards of the profession for the services of this type.

ARTICLE 3 TIME OF COMMENCEMENT, CONTRACT TERM

The term of this Contract shall commence upon January 1, 2026 or "Notice to Proceed" by the DTA, whichever occurs sooner, and shall continue through December 31, 2028, unless terminated earlier as set forth herein.

The DTA, may, at its sole discretion, extend the term of this contract for a period of one (1) year, from January 1, 2029 through December 31, 2029 upon written notice from the DTA Procurement Manager no later than November 30, 2028. 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 bid.

The DTA, may, at its sole discretion, extend the term of this contract for a period of one (1) year, from January 1, 2030 through December 31, 2030 upon written notice from the DTA Procurement Manager no later than November 30, 2029. 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 bid.

ARTICLE 4 CONTRACT PRICING

The DTA shall pay the Contractor in current funds for a full-service rental program for uniforms, rags and mats, subject to agreed upon additions and deductions captured on Change Orders as provided in the Contract Documents in the amounts provided in Contractor's proposal.

ARTICLE 5 PAYMENTS TO CONTRACTOR

Terms of payment shall be Net (10) EOM. 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 services. The granting of any payments by DTA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the services 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

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conform to the contract requirements may will be rejected and shall be replaced by the Contractor without delay.

ARTICLE 6 INVOICES

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

ARTICLE 7 DELAYS

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

ARTICLE 8 CONTRACT 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 9 INDEMNIFICATION

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

ARTICLE 10 INSURANCE

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

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

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

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

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

- d. The insurance required herein shall be maintained in full force and effect during the life of this Contract and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Contract.
- e. Certificates showing that Contractor is carrying the above-described insurance in the specified amounts shall be furnished to the DTA within (10) days of the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the DTA during the term of this Contract.

ARTICLE 11 RECORDS AND INSPECTIONS

- a. Establishment and Maintenance of Records
Records shall be maintained by Contractor in accordance with requirements prescribed by DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Contract.
- b. Documentation of Costs
Contractor will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
- c. Reports and Information
Contractor shall be responsible for furnishing to DTA records, data and information as DTA may require pertaining to matters covered by this Contract.
- d. Audits and Inspections
Contractor shall ensure that at any time during normal business hours and as often as DTA may deem necessary, there shall be made available to DTA for examination, all of its records with respect to all matters covered by this Contract. Contractor will also permit DTA to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
- e. Confidentiality of Information
Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release

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of the data referred to in this clause by the Contractor. If Contractor receives a request to release the data referred to in this clause, Contractor must immediately notify the DTA and consult with the DTA as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

f. **Ownership of Data**

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

ARTICLE 12 INDEPENDENT CONTRACTOR

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

ARTICLE 13 COMMUNICATIONS

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

Designation for DTA

Designation for Bidder

Mark Ness, Director of Maintenance

ARTICLE 14 SUBCONTRACTING AND ASSIGNMENTS

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

ARTICLE 15 EXTENT OF AGREEMENT

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

ARTICLE 16 GOVERNING LAW

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

ARTICLE 17 RIGHTS AND REMEDIES

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

**Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats**

acquiescence in any breach of this Contract, except as may be specifically agreed to in writing by the DTA.

ARTICLE 18 NO THIRD PARTY RIGHTS

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

ARTICLE 19 CANCELLATION

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

ARTICLE 20 SEVERABILITY

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

ARTICLE 21 COUNTERPARTS

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

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

By: Duluth Transit Authority

By (CONTRACTOR):

General Manager

Title: _____

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

Section 4

PROPOSAL PRICE SHEET – page 1

PROPOSAL GUARANTEE REQUIREMENTS: Not Required.

PROPOSAL PRICES: Prices shall be the per unit rental price for the specified frequency (weekly or every two weeks) and shall be all-inclusive; include ALL costs, including environmental fees, delivery fees, billing fees, etc.

TAX: Federal Excise Tax Exemption Account No. 41740056K; The DTA is State and City Tax Exempted.

Uniforms						
Item Description	New Cost \$	Useful Life in Months	Base		Option	
			Year 1 & 2 Weekly \$	Year 3 Weekly \$	Year 4 Weekly \$	Year 5 Weekly \$
Long Sleeve Shirt						
Short Sleeve Shirt						
Pants						
Coveralls						
Class 2 Vis Shirt						
Class 2 Vis Pants						
NOTE: Price quoted shall be for standard sizes XS-XL See technical specifications for estimated quantities						

Rags, Mops				
Item Description	Base		Option	
	Year 1 & 2 Weekly \$	Year 3 Weekly \$	Year 4 Weekly \$	Year 5 Weekly \$
Shop Towel - 18X18				
Microfiber Wipe - 16X16				
Mop Dust Synthetic				
Mop Wet Synthetic				
Mop Frame				
NOTE: See technical specifications for estimated quantities				

Floor Mats					
Location: DTA Operations Center - 2402 West Michigan Street					
Period: May – October					
Frequency: Every 2 weeks					
Item Description	Qty*	Base		Option	
		Year 1 & 2	Year 3	Year 4	Year 5
Mat Nylon/Rubber, Logo (DTA OWNED-CLEAN ONLY)	1				
Mat Nylon/Rubber 3X5	3				
Mat Nylon/Rubber 3X10	7				
Mat Nylon/Rubber 4X6	3				
Mat Nylon/Rubber 4X8	1				
Location: Duluth Transit Center - 214 West Michigan Street					
Period: May – October					
Frequency: Every 2 weeks					
Item Description	Qty*	Base		Option	
		Year 1 & 2	Year 3	Year 4	Year 5
Mat Nylon/Rubber 3X5	6				
Mat Nylon/Rubber 3X10	6				
Mat Nylon/Rubber 4X6	5				
Location: Transit Center East - 214 West Superior Street					
Period: May – October					
Frequency: Every 2 weeks					
Item Description	Qty*	Base		Option	
		Year 1 & 2	Year 3	Year 4	Year 5
Mat Nylon/Rubber 4X6	4				
*Quantity of mats at each location is estimate and subject to change.					

Floor Mats					
Location: DTA Operations Center - 2402 West Michigan Street					
Period: November – April					
Frequency: Weekly					
Item Description	Qty*	Base		Option	
		Year 1 & 2	Year 3	Year 4	Year 5
Mat Nylon/Rubber, Logo (DTA OWNED-CLEAN ONLY)	1				
Mat Nylon/Rubber 3X5	3				
Mat Nylon/Rubber 3X10	7				
Mat Nylon/Rubber 4X6	3				
Mat Nylon/Rubber 4X8	1				
Location: Duluth Transit Center - 214 West Michigan Street					
Period: November – April					
Frequency: Weekly					
Item Description	Qty*	Base		Option	
		Year 1 & 2	Year 3	Year 4	Year 5
Mat Nylon/Rubber 3X5	6				
Mat Nylon/Rubber 3X10	6				
Mat Nylon/Rubber 4X6	5				
Location: Transit Center East - 214 West Superior Street					
Period: November – April					
Frequency: Weekly					
Item Description	Qty*	Base		Option	
		Year 1 & 2	Year 3	Year 4	Year 5
Mat Nylon/Rubber 4X6	4				
*Quantity of mats at each location is estimate and subject to change.					

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

PROPOSAL PRICE SHEET – page 2

Use this space to add any additional comments (add pages if more space needed):

Firm Name: _____

Physical Address:

CITY STATE ZIP CODE

Mailing Address:

CITY STATE ZIP CODE

By: _____
 (PRINT NAME) TITLE

Addendum
Number Date Rec'd

_____ PHONE NO.

Signature

Date: _____

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

4.1. 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 organization have a SAM Unique Identifier? Number: _____
15. Does your firm have experience in similar type of projects or work, and have sufficient equipment, personnel, expertise, and financial reserves to perform the work successfully? No____ Yes____ (If no, please explain on a separate sheet. If yes, please provide the names and contact information of three (3) references.)
16. Has your firm or organization been a debtor in a bankruptcy proceeding in the last ten years? No____ Yes____ If yes, on a separate sheet of paper titled "Bankruptcy Information", state date, court of jurisdiction, amount of liabilities and amount of assets.
17. List the average range of annual gross receipts of the firm or organization for the past three years:
____ Less than \$500,000 ____ \$500,000 to \$1 million
____ between \$1 million and \$5 million ____ between \$5 million and \$10 million ____
between \$10 million and \$15 million ____ above \$15 million
18. Identify any conditions (e.g., pending litigation, planned office closures, impending merger, etc.) that may impede the proposed firm or organization's ability to complete the work.
19. Please provide a Proof of Responsibility Statement for each subcontractor or supplier providing goods or services in excess of fifty thousand dollars (\$50,000.00) listed in the bid or proposal.

Duluth Transit Authority
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Warranty:

The Contractor,

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

Signed:

Title _____

**Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats**

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

1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA? No____ Yes____ (If yes, please provide a copy of the registration.)
2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

No ____ Yes____ (If yes, please provide details and copies of the applicable registration or certification.)

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

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

Signed this ____ day of _____, 20____:

Title _____

**Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats**

4.3. 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: _____

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

Section 5

REQUIRED CERTIFICATES

Certificate A.

DEBARRED BIDDERS

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

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

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

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

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

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

Print Name and Title

Signature

**Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats**

Certificate B.

LOBBYING RESTRICTIONS

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNED _____

FIRM NAME _____

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

Certificate C. NOTICE OF LEGAL AGREEMENT OR LITIGATION

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

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

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

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

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

SIGNED _____

FIRM NAME _____

**Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats**

Certificate D. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

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

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

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

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

SIGNED _____

FIRM NAME _____

**Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats**

Certificate E.

COMPLIANCE WITH SPECIFICATIONS

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

SIGNED _____

FIRM NAME _____

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

Certificate F. CODE OF ETHICS AND ORGANIZATIONAL CONFLICT OF INTEREST

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

SIGNED _____

FIRM NAME _____

Duluth Transit Authority
Full-Service Rental Program: Uniforms, Rags, and Floor Mats

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

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

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

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

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

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

SIGNED _____

TITLE _____

FIRM NAME _____

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

Notary Public

My Commission Expires _____, 20__

Section 6

TECHNICAL SPECIFICATIONS

A. BACKGROUND

The Duluth Transit Authority (“DTA”) is a public transportation bus system that operates fixed route and paratransit service seven days a week, 365 days a year. Our staff work out of 2 locations, both in Duluth.

The DTA has approximately 28 full-time employees that will utilize this rental program for uniforms. The employee positions covered will be maintenance and service technicians, a facility maintenance technician and a shelter maintenance technician that requires more visible protective clothing. The number of employees requiring a uniform under this rental program is subject to change and dependent upon DTA service needs.

This rental program will also include rags for use by our maintenance staff and rubber floor mats at 3 DTA locations.

B. UNIFORM - TECHNICAL REQUIREMENTS

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.
2. All uniform pants, shirts and coveralls must be laundered by the Vendor.
3. Pants shall have a boot-like cut to fit over work boots.
4. 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.
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. 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.
7. Our shelter technician requires ANSI 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 garments.
8. Garments that experience reduced reflectivity due to wear shall be replaced by the Vendor at no additional cost.
9. Upon award, the Vendor shall have thirty (30) days to size and furnish all employees with uniforms.

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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.
11. New employees will be furnished with new uniforms within ten (10) business days of initial request. New employees will not be charged a setup fee and will be furnished new uniforms at the contracted prices.
12. Initial uniforms supplied shall be new, unused and of current stock.
13. 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.
14. The Vendor will maintain all garments in a new and first-class condition by cleaning and making necessary alterations.
15. 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.
16. Provider shall supply eleven (11) sets of uniforms for each technician unless otherwise specified. One set consists of a shirt & pants or coveralls.
17. Each uniform shall have a name tag securely fastened on the uniform.
18. 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.
19. 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.
20. 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.
21. 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.

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22. 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 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 awarded, and in time to ensure uniforms are delivered by January 1, 2026.
23. 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.
24. Presently all uniforms are men's cut, however, the Proposer shall guarantee that ladies cut styles are available if so needed.
25. 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.
26. The Vendor will maintain an adequate stock of uniform items to ensure proper execution of the contract requirements. Before January 1, 2026 (contract commencement date), Vendor will measure all employees for uniforms to have delivered before or during first week of Contract; Vendor will maintain a file of sizes for replacement uniforms as needed.
27. Size changes will be made as needed at no additional cost to the DTA.
28. All garments will be finished with a permanently affixed woven label indicating the fiber content, brand, garment cared.
29. 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.
30. 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. No additional charge(s) will be paid by DTA when technician discontinues employment.
31. 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.
32. 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.

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33. The Vendor shall provide a weekly report to the Director of Maintenance on all exceptions submitted by the DTA.
34. The DTA may elect, but is not required to, perform random inspection of uniforms or products supplied under this agreement, to determine contract compliance.
35. 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.
36. No starch or similar product is to be used.
37. All uniforms shall be preshrunk.
38. 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 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.
39. "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.

B. UNIFORM – MATERIAL REQUIREMENTS

1. Work Shirts:

- a. 100% cotton
- 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. 100% cotton
- b. Regular cut

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- 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. 100% cotton with enhanced visibility silver retro-reflective stripes on sleeves and torso, option on the outside leg.
- 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.

C. UNIFORM - 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.

D. UNIFORM - REPAIRS

- 1. The cost of all normal repairs, due to normal wear and tear, 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. 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

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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 lapel.

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. The DTA will only pay for repair or actual cash value of intentionally damaged garment if beyond repair. Actual cash value will be calculated using the new price minus the depreciated value based on the number of months used.

E. UNIFORM - LOSS

1. 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, and is expressly not responsible for loss by the Vendor.

2. If the Vendor discovers a uniform loss by an employee of the DTA, the Vendor will notify the DTA Director of Maintenance 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.

3. The DTA will pay the actual cash value for any undisputed loss. The actual cash value will be calculated using the new price minus the depreciated value based on the number of months used.

4. A separate loss and ruin invoice is required for reimbursement. Invoice for losses are NOT to be included on the weekly rental invoice.

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F. RAGS

1. The DTA requires cleaning rags, shop towels and microfiber wipes, 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.
 - a) Shop towels shall be 100% cotton, red in color, and 18 inches by 18 inches square. Typically, the DTA uses about 600 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.
 - b) Microfiber wipes shall be 16 inches by 16 inches square, color TBD. Typically, the DTA uses about 600 shop towels per week, 300 at our Operations facility and 300 at the Transit Center, but the quantity may be adjusted at the sole discretion of the Director of Maintenance with no penalty to the DTA.
2. Supplied rags shall be clean, neat appearing and odor free. If it is determined that a cleaning rag is worn beyond use, the replacement shall be at the Vendor's expense. There shall be no charge for replacement of used rags. Any rags supplied that are found to be unsanitary, unclean or that have an odor present will be rejected, and the Vendor will provide replacement rags at no additional cost to the DTA.
3. The DTA can also rent mop and mop supplies under this contract.

G. FLOOR MATS

1. The DTA has floor mats at the following locations:
 - a) Operations Center (Maintenance Area) – 2402 West Michigan Street
 - b) Operations Center (Administrative Offices) – 2402 West Michigan Street
 - c) Duluth Transportation Center – 22 West Michigan Street
 - d) Transit Center East – 214 West Superior Street
2. The Vendor shall furnish, install, and maintain specified floor mats at the designated locations for 12 (twelve) months per year, serviced every two weeks weekly from May to October and weekly from November to April. 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.
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.

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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 along with the others.

H. GENERAL:

1. No item subject to this Request for Proposal will be issued without a signed Contract.
2. The vendor shall issue only the items listed on the formal proposal sheet or added via contract amendment. The DTA will not be responsible for payment of any additional items or services issued by the vendor in excess of the contract.
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 rented, and the satisfactory performance of all work to be done.
4. No special orders are allowed under this contract.
5. The contractor will supply all new items at beginning of the contract, no exceptions.
6. At end of contract, or for contract termination unless for convenience, the DTA will not be obligated to buy back any items covered under the contract.

I. PRICING, BILLING & PAYMENT

1. Rental rate price shall be **per item, per week**, unless specified otherwise.
2. Prices quoted shall be net and include delivery of uniforms/rags/floor mats ready for use, all transportation, preparation, set up charges, emblem, outsize charges, damage/replacement charges, environmental fees, surcharge fees, delivery fees. No additional charges will be permitted over and above the proposed rental rate per item per week as identified in the proposal response.
3. The vendor shall bill the DTA once per week. Billing should be received by the DTA Finance Department no later than 5 business days following the delivery of goods or services. Payment will be made Net (10) EOM of the month following the delivery of goods or services.
4. For each invoice submitted for payment the vendor shall include the name of the item - cost of each item - extended price for multiple items - invoice total.
5. 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.
6. 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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7. Deliveries to all DTA facilities must be included in the rental price; No delivery or service charge/fee allowed.

J. ESTIMATED QUANTITIES – UNIFORMS (for information only)

Contractor will adjust quantities to actual upon initial order and upon future personnel changes as needed. Please note: the quantities listed below reflect approximate current invoiced quantities and will change.

Technician Shirts

Size	Type	Qty	# of Employees
Medium	Long Sleeve	24	1
Large	Long Sleeve	70	6
Large Tall	Long Sleeve	11	1
X-Large	Long Sleeve	34	2
2-XL	Long Sleeve	32	4
3-XL	Long Sleeve	20	2
3-XL Tall	Long Sleeve	22	2
Medium	Short Sleeve	11	1
Large	Short Sleeve	1	1
X-Large	Short Sleeve	20	3
2-XL	Short Sleeve	11	1
2-XL Tall	Short Sleeve	11	1
3-XL	Short Sleeve	11	1
4-XL	Short Sleeve	11	1

Technician Coveralls

Size	Qty	# of Employees
42R	1	1
48R	2	1
52R	9	1
54R	5	1

Technician Pants

Size	Qty	# of Employees
14X32	11	1
30/32	11	1
34/30	17	2
36/28	11	1
36/32	16	2
36/34	21	2
36/36	11	1
37/32	11	1
38/30	22	2
38/32	22	2
38/34	22	2
40/30	11	1
42/36	11	1
44/30	11	1
44/32	20	2
48/32	11	1

K. SHIPMENTS AND DELIVERY CONFIRMATION

1. The DTA requires that all deliveries, regardless of method, provide solid, indisputable proof that the garments were received by DTA.
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.

Section 7

EVALUATION CRITERIA

1. Vendor must provide information regarding their background in providing a full-service rental program for uniforms, rags, and floor mats. Include references and other information that may be valuable in evaluating their proposal. Vendor must demonstrate its ability to supply DTA with proposed items in a timely manner, have acceptable accounting and tracking practices, and have the special uniform tailoring capabilities to meet the needs of the DTA.

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

The Evaluation Committee will consider the following items:

- A. Cost
- B. Ability to supply needed products and services
- C. Quality of products and Services offered
- D. Expertise, qualifications, and reliability of the firm
- E. Any other Relevant matters

A. Cost

Except when it is determined not to be in the DTA's best interests, the DTA will evaluate offers by calculating the total price for all 5 years for the basic requirements.

B. Ability to supply products and services

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

- The overall experience of the Vendor in providing over the counter uniforms in a timely manner.
- The Vendor's ability to track orders and deliveries, and communicate the status of the order
- Acceptable accounting practices
- The quality of the manufacturers the Vendor has relationships with, as well as the length of time the Vendor has experience with manufacturers.
- The Vendor's ability to provide special tailoring capabilities to meet the needs of the DTA.
- Vendor must be able to provide all uniform items.
- Ability to maintain sufficient inventory to meet the DTA's needs, including sufficient storage facilities if necessary.
- Vendor must have the ability to measure employees to ensure proper sizing.
- 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

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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.

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.

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Section 8

CHECKLISTS

BID CHECKLIST

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

Required	Done	Requirement
√		Completed and signed Section 4, Proposal Sheets and cert documents
√		Completed and signed Section 5, Contract Certifications
√		Current W-9
√		Three references from the past three years
<i>This checklist is a guide only. Please read the entire RFP thoroughly to ensure that your submission is complete.</i>		

POST AWARD CHECKLIST

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

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