

RTF18005CM

**SALEM AREA MASS TRANSIT DISTRICT
REQUEST FOR PROPOSAL
DRIVER UNIFORMS**

1. The Salem Area Mass Transit District (SAMTD) is soliciting sealed proposals from qualified firms for **DRIVER UNIFORMS** as described herein.
2. SAMTD Utilizes the State of Oregon's e-procurement system (ORPIN). Interested Proposers are asked to register online @ <http://orpin.oregon.gov/open.dll/>. In the event solicitation addenda are issued, only registered Proposers will be notified via E-mail of the availability of addenda for download. **Acknowledgement of addenda is required.**
3. SAMTD will receive sealed proposals from interested firms at SAMTD'S Administrative office, located at, 555 Court St. NE, Suite 5230, Salem, Oregon 97301, Attention: Charleen McCurdy, Procurement/Contract Analyst, **until 2:00 p.m., local time, on September 20, 2017.** NO electronic or facsimile bids will be accepted. Use of UPS, Federal Express, or in-person delivery is recommended for bid submission. Proposals will not be publicly opened.
4. All questions regarding this Invitation to Bid should be directed to Charleen McCurdy via email (preferred method), charleen.mccurdy@cherriots.org via phone: 503-361-7523

SALEM AREA MASS TRANSIT

BY: Charleen McCurdy
Contract Administrator
Procurement & Contracts Department

Issue Date: August 29, 2017

**SALEM AREA MASS TRANSIT DISTRICT
REQUEST FOR PROPOSAL
DRIVER UNIFORMS**

| | |
|---------------------|---|
| SECTION 1 | PROPOSAL REQUIREMENTS AND CONDITIONS |
| SECTION 2 | EVALUATION OF PROPSALS |
| SECTION 3 | GENERAL CONDITIONS |
| SECTION 4A | SPECIAL PROPOSAL PROVISIONS |
| SECTION 4B | SPECIAL CONTRACT CONDITIONS |
| SECTION 4B-1 | FEDERAL TERMS AND CONDITIONS |
| SECTION 5 | SCOPE OF SERVICES AND SPECIFICATIONS |
| SECTION 6 | PROPOSAL FORMS |
| SECTION 7 | SAMPLE CONTRACT |

SECTION 1 – PROPOSAL REQUIREMENTS AND CONDITIONS

1.1 **Request for Proposals (RFP)**

- A. The Salem Area Mass Transit District (hereinafter "SAMTD") requests proposals for the procurement of Driver Uniforms. This RFP sets forth the minimum requirements that all proposals shall meet. Failure to submit proposals in accordance with this RFP may result in rejection of the proposal. This RFP is issued by the Procurement & Contracts Department. All communications pertaining to this RFP shall be directed to the attention of Charleen McCurdy, SAMTD, Procurement & Contracts Department, 555 Court St. NE, Suite 5230, Salem, Oregon 97301, via email at charleen.mccurdy@cherriots.org
- B. SAMTD reserves the right to analyze, examine, and interpret any proposal for a period of not more than ninety (90) days, commencing from the proposal due date and time. Proposals shall not be conditioned to allow for less than a ninety (90) day acceptance period.

1.2 **Questions and Changes to RFP**

- A. SAMTD reserves the right to make changes to the RFP. All changes to the RFP, prior to receipt of proposals shall be electronically posted to State of Oregon's Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.
- B. It is the Proposer's responsibility to check for addenda posted on ORPIN, and to obtain copies of all issued addenda until the close of the RFP. Proposers are required to acknowledge receipt of all addenda with their Proposals.

1.3 **Pre-Contractual Expenses**

- A. Pre-contractual expenses are defined as expenses incurred by the Proposer in:
 - 1) preparing its proposal in response to the RFP; 2) submitting that proposal to SAMTD; 3) negotiating any matter related to this proposal with SAMTD; or 4) any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed contract.
- B. SAMTD shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of a proposal.

1.4 **Multiple Proposals**

A single Proposer may not submit more than one proposal. Multiple proposals from a single proposer will not be accepted. Submitting multiple proposals may render all proposals submitted from a single proposer as non-responsive.

1.5 **Late Proposals**

A proposal is late if SAMTD receives it after the deadline stated in this RFP for delivery of proposals. A proposal shall be deemed received by SAMTD when it has been physically received by a representative of SAMTD's Procurement and Contracts Department. Delays due to mail handling, including, but not limited to, SAMTD's internal mail handling, will not excuse late delivery of a proposal.

SECTION 1 – PROPOSAL REQUIREMENTS AND CONDITIONS

1.6 **Supplements to Proposals**

- A. If any proposal indicates minor noncompliance or variance with the RFP, SAMTD may, but need not, request that the proposal be supplemented.
- B. If requested, the Proposer may submit a supplement to the proposal responsive to such a request within the time period established in such request, which SAMTD will receive and evaluate in conjunction with the proposal. Supplements shall not be considered to be Best and Final Offers.

1.7 **Submission of Proposals**

Proposals must be submitted no later than September 20, 2017 at 2:00 p.m. (local time). Proposals shall be submitted as follows:

- A. Printed using duplexing / double-sided printing and sustainable materials as long as this presentation does not prevent a reader from clearly understanding the proposal.
- B. One (1) original and five (5) copies of the technical proposal. The original must be unbound, for easy photocopy reproduction.
- C. One (1) electronic PDF format version of the proposal on compact disc (CD) or flash drive for archiving.
- D. Submit with a cover letter to:

Charleen McCurdy
Procurement and Contracts Department
SAMTD
555 Court St., Suite 5230
Salem, Oregon 97301

1.8 **Cancellation of RFP**

SAMTD reserves the right to cancel this RFP at any time without liability prior to execution of the contract by SAMTD if cancellation is deemed to be in SAMTD's best interest. In no event shall SAMTD have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.9 **Confidentiality**

Prior to Contract award, SAMTD believes that the public interest will be harmed by disclosure of Proposals, Proposal supplements, and all communications made in the course of procurement negotiations, and will hold all such documentation in confidence, until after Contract award, pursuant to ORS 192.502(4).

After Contract award, SAMTD will treat Proposals, Proposal supplements, and all communications made in the course of procurement negotiations a matter of public record, except to the extent they contain trade secrets, confidential information, or are

SECTION 1 – PROPOSAL REQUIREMENTS AND CONDITIONS

otherwise exempt from disclosure under Oregon or federal law. To ensure appropriate confidentiality, Proposers must clearly and specifically identify confidential or trade secret information in their Proposals and must cite statutory or regulatory authority for exemption from public disclosure.

1.10 **Procurement Confidentiality**

Proposers are cautioned that until submission of their proposal, they may have contact concerning this RFP with only those District representatives, agents, or personnel designated in writing herein. Discussions or communications concerning this RFP with SEC Committee Members, District Project Managers, District employees, its consultants, or members of the SAMTD Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

1.11 **Administrative Remedies**

A proposer or offeror may seek administrative remedies under Bid/Proposal Protest Procedures of SAMTD's Contracting Rules. Copies of SAMTD's Bid/Protest Procedures are available upon request from SAMTD's Procurement and Contracts Department, 555 Court St NE, Suite 5230, Salem, OR 97301.

1.12 **Anticipated Procurement Schedule**

| | |
|---------------------------|----------------------------|
| Issue RFP | August 29, 2017 |
| Proposals Due at SAMTD | September 7, 2017 |
| Evaluation of Proposals | Week of September 25, 2017 |
| Notice of Intent to Award | by October 16, 2017 |
| Contract Award | October 26, 2017 |

This schedule is subject to change.

SECTION 2 – EVALUATION OF PROPOSALS

2.1 Evaluation Criteria

1. Qualifications of the Proposer and Staff
Maximum Score (30 Points)

Provide an introduction of the Proposer, and/or an introduction of all members who may be involved in this contract. Describe primary business experience of the Proposer, the Proposer's overall mission statement, length of time in business, ownership, the location of office(s), telephone number, E-mail address, web-site address and other information Proposer might deem pertinent and introductory in nature. Company resumes are acceptable, as long as all information requested is provided. A primary contact person for solicitation purposes with telephone number, E-mail address and fax number must be included.

2. Product Quality
Maximum Score (30 Points)

Proposer must establish that products offered are equal to or greater in quality than those currently used by SAMTD. This should include a list of specific differences between proposed and current products, both pro and con.

3. Product Availability/Delivery
Maximum Score (20 Points)

Proposer must establish that it can provide the desired products in the desired sizes as referred to in the specifications. Proposers must provide information regarding product availability and a schedule for delivery. The delivery information should include an explanation of the ordering process and timeline for delivery of product upon receipt of order. The delivery information should also detail the policy and process for returning items and the timeline for issuance of credit invoices for product returned. Proposers must submit hard copies of catalogue(s) illustrating uniform products available.

4. Price Proposal/Cost
Maximum Score (20 Points)

Proposer must submit a complete and detailed cost proposal on the cost proposal form provided. All product information, including item description, manufacture's code and specific size requirements is included in the specifications, Section 4.0

SECTION 3 – GENERAL CONDITIONS

2.2 Evaluation Procedure

It is intended that one contract be awarded to the responsible, responsive Proposer whose proposal SAMTD determines in writing is the most advantageous to SAMTD. Only those Proposals determined to be responsive will be considered for award. Responsibility of Proposers will be determined in accordance with ORS 279B.110.

It is anticipated that SAMTD will select a firm and award a contract for service. The selection will be made based on the proposals submitted and the evaluation criteria listed below. However, the SAMTD reserves the right to contact proposers to obtain information for clarification purposes during the evaluation phase.

An evaluation committee will be appointed to evaluate the proposals received. Each of the criteria listed below will be reviewed by the committee for the purpose of scoring proposals, based on how fully each proposal meets the requirements of the RFP. The evaluation panel has sole judgment during the evaluation process in determining the scoring of proposals.

SAMTD may utilize a multi-step approach in the selection/evaluation process. During the first step of the evaluation process, proposal submissions will be evaluated based on the qualifications and technical components listed below to set a competitive range. All proposals selected for the competitive range will move to the next step of the evaluation process, which may include oral or written discussions, interviews or negotiations, or any combination, with Proposers identified to be within the competitive range.

The Evaluation Committee may choose to select the highest scored Proposers in a competitive range, and ask for an Interview/Presentation, which would then be part of the final evaluation rankings.

| Evaluation Criteria | Points |
|--------------------------------------|--------|
| Qualifications of the Firm and Staff | 30 |
| Quality of the product | 30 |
| Product Availability, Delivery | 20 |
| Cost | 20 |
| Total | 100 |

SAMTD reserves the right to investigate the qualifications of all Proposers under consideration, to contact any Proposer on any part of the information furnished by that Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. SAMTD reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility during the evaluation period.

SAMTD's General Manager shall have full authority over SAMTD's source selection and decision to award, subject to applicable Board policy.

SECTION 3 – GENERAL CONDITIONS

2.3 Notice to Unsuccessful Proposers

Following contract award, SAMTD may inform unsuccessful firms, who were within the competitive range at the time of contract award, of:

- 1) The number of prospective firms solicited by SAMTD;
- 2) The number of proposals SAMTD received;
- 3) The name and address of the successful firm; and
- 4) The total contract price, including descriptions of items, quantities, and unit prices, if practical.

2.4 Cost Analysis

SAMTD may perform a cost analysis upon receipt of proposals. Each Proposer must submit cost data in a format acceptable to SAMTD. Allowability of costs will be determined in accordance with the Federal Acquisition Regulations Part 31.

2.5 Board Approval (Reserved)

SECTION 3 – GENERAL CONDITIONS

3.1 Contractor's Status and General Responsibilities

Contractor is an independent Contractor for all purposes and is entitled to no compensation from SAMTD other than that provided by this Contract. Contractor shall inform SAMTD of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of SAMTD as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of SAMTD for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform SAMTD immediately in writing with a full description of the defect, problem, or nonconformance.

3.2 Notices and Communications

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by SAMTD. Notices and other communications may be delivered personally, by facsimile, by email, by regular, certified or registered mail or other commercial delivery service.

A notice to SAMTD will be effective only if it is delivered to that person designated in writing in either (a) the Notice of Award of this Contract, (b) the Notice to Proceed under this Contract, or (c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to SAMTD.

3.3 Assignment and Subcontracting

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of SAMTD. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

SECTION 3 – GENERAL CONDITIONS

3.4 Indemnification

- A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend SAMTD, its directors, officers, and employees from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, any act, omission, fault or negligence of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract. Should any incident be due to the joint and or concurrent negligence of the Contractor and SAMTD, all costs items identified above will be borne by the Contractor and SAMTD in proportion to their respective negligence.

The obligations of Contractor under this Section 3.4 will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

- B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which SAMTD and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, SAMTD may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that SAMTD may release such funds if the Contractor provides SAMTD with adequate assurance of the protection of SAMTD'S interests. SAMTD shall be the sole judge of whether such assurances are adequate.

3.5 Prompt Payment

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.

3.6 Compliance with Laws and Regulations

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of SAMTD under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's

SECTION 3 – GENERAL CONDITIONS

control when performing work under this Contract.

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract; pay a contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract; and pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. ORS 279B.230

All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

3.7 Liens Prohibited

Contractor shall not permit any lien or claim to be filed or prosecuted against SAMTD, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

3.8 Safety

Notwithstanding any safety provisions elsewhere in this Contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by SAMTD'S Safety Department.

3.9 Prohibited Interests

- A.** No SAMTD Board member, officer, employee or agent who ceases to hold a position at SAMTD shall have any direct beneficial financial interest in this Contract, if they authorized this Contract while acting in their official position at SAMTD, for two years after the date the contract was authorized. This precludes working on this Contract as Contractor's employee. The term "authorize" in this provision means that the Board member, officer, employee or agent ("public official") performed a significant role in the selection of the Contractor or the execution of this Contract, including recommending approval or signing of the contract, serving on the selection committee or having the final authorizing authority for this Contract.
- B.** No SAMTD Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor (including any subcontractors) shall not offer or give to any SAMTD Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities,

SECTION 3 – GENERAL CONDITIONS

favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and SAMTD policy.

3.10 Integration, Modification, and Administrative Changes

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. SAMTD reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

3.11 Severability/Survivability

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

3.12 Waiver and Non-waiver

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. SAMTD'S acceptance of goods or services, or payment under this Contract, shall not preclude SAMTD from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.
- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

3.13 Termination for Default

- A. SAMTD may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract; or (iii) Perform any of the other provisions of this Contract.
- B. SAMTD'S right to terminate this Contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Contract Administrator specifying the failure. If SAMTD terminates this Contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to SAMTD for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

SECTION 3 – GENERAL CONDITIONS

- C. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by SAMTD that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, SAMTD may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- D. The rights and remedies of SAMTD in this Article are in addition to any other rights and remedies provided by law or under this Contract.

3.14 **Termination for Convenience**

SAMTD may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in SAMTD'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. SAMTD will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to SAMTD its termination claim for payment. If the Contractor has any property in its possession belonging to SAMTD, the Contractor will account for the same, and return it to SAMTD in the manner that SAMTD directs.

3.15 **Inspection of Goods and Services**

- A. SAMTD has the right to inspect and test all goods/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. SAMTD shall perform inspections and tests in a manner that will not unduly delay the work.
- B. If any of the goods or services do not conform with contract requirements, SAMTD may require the Contractor to replace the goods or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in goods or services cannot be corrected by re-performance, SAMTD may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the goods/services performed.
- C. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, SAMTD may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by SAMTD or (2) terminate the contract for default.

3.16 **Acceptance, Rejection, and Revocation of Acceptance**

SECTION 3 – GENERAL CONDITIONS

If this Contract is for the supply of goods, then SAMTD shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and SAMTD has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, SAMTD may reject any goods that fail to conform to the requirements of this Contract. SAMTD may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if SAMTD has started using the goods before discovering that they do not conform to the contract. Upon request by SAMTD, Contractor shall replace or repair to SAMTD'S satisfaction any goods that have been rejected by SAMTD or the acceptance of which has been revoked by SAMTD under this Paragraph. Failure to replace or repair those goods within a reasonable time after SAMTD'S request shall be a material breach of this Contract.

3.17 Title and Risk of Loss

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by SAMTD and an authorized SAMTD employee or agent has taken possession of them. Title to goods shall pass to SAMTD upon SAMTD'S payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in SAMTD'S possession. If this Contract is for the repair or servicing of SAMTD owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by SAMTD and an authorized SAMTD employee or agent has taken possession of them. Title to SAMTD owned goods shall remain with SAMTD while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to SAMTD'S goods while in Contractor's possession.

3.18 Audit and Inspection of Records

- A.** Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of SAMTD, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this Contract.
- B.** Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that SAMTD, the U.S. Department of Transportation, the Oregon Secretary of State and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C.** The periods of access and examination described in subparagraphs A and B of this

SECTION 3 – GENERAL CONDITIONS

Section for records that relate to (1) disputes between SAMTD and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

3.19 Nondiscrimination

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability, or national origin.

3.20 Mediation

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

3.21 Applicable Law and Jurisdiction

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Marion County, Oregon or the U.S. District Court for the District of Oregon, in Salem, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

SECTION 4B - SPECIAL CONTRACT CONDITIONS

4A.1 Contract Award

- A. SAMTD anticipates one contract for to be awarded as the result of this solicitation.
- B. This is a best value competitive source selection. SAMTD will award contract based upon a combination of price and qualitative considerations taking cost/price and other factors into consideration\, to the responsive and responsible.

4A.2 Indefinite Quantities

The quantities/units specified in the RFP document are estimates only, used as a basis to determine award of the contract, and are not purchased hereby.

4A.3 Materially Unbalanced Proposals

SAMTD reserves the right to reject Proposals that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or reasonably low prices for other items.

4A.4 Unnecessarily Elaborate Proposals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor required.

4A.5 Inclusion of Option Pricing in Evaluation of Proposals

SAMTD shall evaluate proposals for award purposes by including the total price for the basic requirement together with any option pricing; i.e., option pricing will be included in the evaluation for award purposes.

4A.6 Detailed Description of Supplies/Services

Offerors are cautioned that the item descriptions on the price form are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Offeror must consult the Specifications or Scope of Services sections of the solicitation document for complete descriptions of the required supplies or services.

4A.7 Inclusion of Costs in Bid Pricing

The line item proposal prices must include any and all incidental expenses or other incidental costs, including any and all warehousing, shipping, freight, delivery, pick-up, disposal, financing or carrying charges, and all other charges to accommodate the delivery of the goods and services requested herein. All goods shall be shipped FOB destination.

4B.1 Term

SECTION 4B - SPECIAL CONTRACT CONDITIONS

Unless terminated sooner under the provisions of this contract, the base term of the contract shall be for one (1) years, with SAMTD's unilateral option to extend for up to two (2) additional one (1) year periods for a contract total of three (3) years if all option-years are exercised.

4B.2 Type of Contract

- A. This is a firm fixed unit price, requirements contract for the goods specified in the Specifications and is based upon estimated required quantities of the specified goods, and effective for the period stated in the RFP. Contractor shall be paid at the rates specified in the Contractor's Bid Form 6.2.
- B. The quantities of goods set forth herein are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, quantity variance between "estimated" and actual services required shall not constitute the basis for an equitable price adjustment.
- C. Except for any limitations on quantities that may be specified elsewhere in this contract, there is no limit on the amount of goods that may be purchased.

4B.2 Delivery

- A. Delivery is required within 30 days upon receipt of order.
- B. The total Proposal price must include the delivery cost. All bid prices quoted must be F.O.B. to Salem Area Mass Transit District 3170 Del Webb Ave. Salem, OR 97301.

4B.3 Payments and Invoices

SAMTD shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Contract. SAMTD shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units.

All invoices shall be submitted to SAMTD's Finance Department as follows:

Salem Area Mass Transit District
Attn: Accounts Payable
555 Court St NE, Suite 5230
Salem, OR 97301

Failure to strictly comply with this provision may result in a delay in payment.

4B.4 Project Managers

SECTION 4B - SPECIAL CONTRACT CONDITIONS

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, SAMTD shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by SAMTD, the Contractor shall not change the Project Manager without the prior written approval of SAMTD. SAMTD shall appoint its own Project Manager for the work required by this Contract.

4B.5 Notice To Proceed

The Contractor shall not proceed with any work required under this Contract without a written Notice to Proceed from SAMTD'S Procurement Department or the authorized SAMTD Project Manager. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

4B.7 Insurance

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to SAMTD within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify SAMTD for any liability or damages that SAMTD may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below.

1) Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming SAMTD and its directors, officers, representatives, agents, and employees as additional insured.

2) Business Auto Liability Insurance

SECTION 4B - SPECIAL CONTRACT CONDITIONS

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming SAMTD and its directors, officers, representatives, agents, and employees as additional insured.

3) Worker's Compensation Insurance

Oregon statutory workers' compensation and employer's liability coverage, including all states protection, if applicable, voluntary compensation and Federal endorsement. Contractor shall include U.S. Longshore and Harbor Workers Compensation Act and Maritime coverage ("Jones Act"). Employer's liability coverage shall have the following minimum limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of SAMTD to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of SAMTD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- 1) Include (as evidenced by endorsement) SAMTD and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- 2) Require Contractor to give SAMTD not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- 3) Insurance policies shall be purchased only from insurance companies that meet SAMTD'S A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- 4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract. Contractor's

SECTION 4B - SPECIAL CONTRACT CONDITIONS

insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

4B.8 Hours of Labor – Goods and Services

Pursuant to ORS 279B.235, persons employed under this contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

4B.9 Time of Essence

Time is of the essence in this Contract. Contractor's failure to deliver goods/services on time shall be a material breach of this Contract. If Contractor fails to deliver goods/services on time, SAMTD, at its discretion, may procure those goods/services from another source. If the price paid by SAMTD for goods/services procured from another source under this Paragraph is higher than the price under this Contract, Contractor shall pay SAMTD the difference between those prices. SAMTD may deduct that difference from any amount SAMTD owes Contractor.

4B.10 Price Adjustments

No price increases shall occur during the first year of this Contract. Thereafter, price increases shall be limited to 1-year intervals. The effective date of the first price increase will establish the initial one-year interval.

Should SAMTD elect to exercise an option to extend this Contract, Contractor may increase unit prices to SAMTD by an amount not to exceed the change in Contractor's actual direct costs. Sixty (60) days prior to the effective date of contract extension, Contractor shall submit all data necessary to demonstrate to SAMTD'S satisfaction the actual changes in Contractor's cost of obtaining or manufacturing each item since time of original bid/quote submission. Price increases shall be effective the date of contract term extension. In no event shall price increases during the optional contract year (if exercised) be greater than the percentage listed in the Consumer Price Index – All Urban Workers, for the Portland-Salem area.

Should decreases in Contractor's direct costs occur, Contractor shall promptly notify SAMTD and shall promptly decrease price to SAMTD by the same amount. Price decreases shall occur on date effective to Contractor.

4B.11 Drawings and Technical Specifications

SAMTD reserves the right to alter measurements, dimensions, designs, description and quantity of any products listed.

SECTION 4B – 1 FEDERAL TERMS AND CONDITIONS

1. Energy Conservation

The Contractor shall 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 (42 USC Section 6321, et seq.).

2. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (*Form FTA MA(21) dated October 1, 2016*) between SAMTD and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

4. No Government Obligation to Third Parties

SAMTD 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 SAMTD, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, "Program Fraud civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this 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

SECTION 4B – 1 FEDERAL TERMS AND CONDITIONS

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor 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. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs 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.

6. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SAMTD requests which would cause SAMTD to be in violation of the FTA terms and conditions.

7. Debarment and Suspension

The certification in this clause is a material representation of fact relied upon by SAMTD. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to SAMTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Civil Rights

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity

SECTION 4B – 1 FEDERAL TERMS AND CONDITIONS

requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49U.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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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.
 - (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. Disadvantaged Business Enterprise

SECTION 4B – 1 FEDERAL TERMS AND CONDITIONS

- A. Policy. SAMTD has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. SAMTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, SAMTD has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of SAMTD to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.
- B. Contractor and Subcontractor Obligation. Contractor and/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 the recipient, deems appropriate, which may include, but is not limited to:
- i) Withholding monthly progress payments;
 - ii) Assessing sanctions;
 - iii) Liquidated damages; and/or
 - iv) Disqualifying the Contractor from future bidding as non-responsible.

5.1. Background

SAMTD provides public transportation services within the urban growth boundary of Salem and Keizer, Oregon and portions of rural Marion and Polk Counties.

There are approximately 106 transit operators employed by SAMTD to provide this service. The current operator uniforms required under union contract includes the following items:

- 5 Trousers/Shorts
- 5 Shirts
- 1 Sweater
- 1 Jacket
- 2 Ties (optional)
- 1 Hat (optional)

The District provides uniforms for all employees required to wear a uniform (e.g. supervisors, maintenance and other staff).

5.2. Ordering Procedures

Orders will be placed on an as-needed basis, with sizing provided by SAMTD. No changes or substitutions may be made without SAMTD approval.

5.3. Delivery

All items shall be Free on Board (FOB) SAMTD. All orders shall be delivered to SAMTD within three (3) weeks of the date the order is placed.

5.4. Detail/Customizing

Contractor shall be responsible for standard embroidering of Cherriots logo and job titles on all clothing articles as specified. All standard embroidery work is to be included in contracting price. SAMTD will obtain price quotes from Contractor on specialized embroidering prior to placing orders.

5.5. Cherriots logo



5.6. Communications

Contractor shall respond within 48 hours to all SAMTD inquiries.

SECTION 5 – SCOPE OF SERVICES AND SPECIFICATIONS

RTF18005CM

5.7. Uniform Specifications

Proposer should identify brand names or equivalent for uniform articles listed in their proposal. These specifications will be used to evaluate the quality of the item, and should be sufficiently detailed for evaluation purposes. SAMTD reserves the right to request and approve samples of equivalent product items.

| Operator Uniform Description | Item Number | Brand | Size |
|--|--------------------|--------------|-------------|
| Pants, Men's Navy Pleated Front - Poly/Cotton | TR551 | Edwards | (28 - 54) |
| Pants, Men's Navy Flat Front - Poly/Cotton | ZL414 | Edwards | (28 - 54) |
| Pants, Men's Navy Elastic Waist - Poly/Cotton | TU529 | Red Kap | (28 - 58) |
| Pants, Men's Navy Jean Cut - Poly/Cotton | TU525 | Red Kap | (28 - 52) |
| Pants, Women's Navy Pleated Front - Poly/Cotton | TU189 | Edwards | (0 - 28) |
| Pants, Women's Navy Flat Front - Poly/Cotton | TU061 | Edwards | (0 - 28) |
| Pants, Women's Navy Elastic Waist - Poly/Cotton | ZG538 | Red Kap | (2 - 34) |
| Shorts, Men's Navy Pleated Front - Poly/Cotton | TR859 | Edwards | (28 - 54) |
| Shorts, Men's Navy Flat Front - Poly/Cotton | TU533 | Red Kap | (28 - 54) |
| Shorts, Men's Navy Elastic Waist - Poly/Cotton | TU522 | Red Kap | (28 - 54) |
| Shorts, Women's Navy Pleated Front - Poly/Cotton | TU277 | Edwards | (0 - 28) |
| Shorts, Women's Navy Flat Front - Poly/Cotton | TU895 | Edwards | (4 - 18) |
| Shorts, Women's Navy Elastic Waist - Poly/Cotton | TU419 | Edwards | (0 - 24) |
| Shirt, L/S Men's Blue Stripe Oxford - w/logo | SH211 | Edwards | (S - 6X) |
| Shirt, L/S Men's Blue Stripe Oxford, Tall - w/logo | SH211 | Edwards | (LT - 6XLT) |
| Shirt, L/S Men's Lt. Blue Oxford - w/logo | SH211 | Edwards | (S - 6X) |
| Shirt, L/S Men's Lt. Blue Oxford, Tall - w/logo | SH211 | Edwards | (LT - 6XLT) |
| Shirt, S/S Men's Blue Stripe Oxford - w/logo | SR646 | Edwards | (S - 4X) |
| Shirt, S/S Men's Blue Stripe Oxford, Tall - w/logo | SR646 | Edwards | (LT - 4XLT) |
| Shirt, S/S Men's Lt. Blue Oxford - w/logo | SR646 | Edwards | (S - 6X) |
| Shirt, S/S Men's Lt. Blue Oxford, Tall- w/logo | SR646 | Edwards | (LT - 6XLT) |
| Shirt, L/S Women's Blue Stripe Oxford - w/logo | SR647 | Edwards | (XS - 3X) |
| Shirt, L/S Women's Lt. Blue Oxford - w/logo | SR647 | Edwards | (XXS - 4X) |
| Shirt, S/S Women's Blue Stripe Oxford - w/logo | ZY410 | Edwards | (XXS - 3X) |
| Shirt, S/S Women's Lt. Blue Oxford - w/logo | ZY410 | Edwards | (XXS - 3X) |
| Polo Conquest 60/40 Cotton Poly Golf Shirt w/ Pocket- w/ logo | SM283 | Tri-Mountain | (S - 6X) |
| Polo Conquest 60/40 Cotton Poly Golf Shirt w/ Pocket, Tall - w/ logo | SM283 | Tri-Mountain | (LT - 4XLT) |
| Polo Women's/Poly Cotton Mesh – w/ logo | SM285 | Tri-Mountain | (XS - 2XL) |

SECTION 5 – SCOPE OF SERVICES AND SPECIFICATIONS

RTF18005CM

| Operator Uniform Description | Item Number | Brand | Size |
|---|-----------------------|--------------------|------------------|
| Sweater, L/S Navy Button-Front w/pocket - w/logo | ST072 | A+ By SAI | (XS - 5X) |
| Sweater, L/S Navy V-Neck Pullover - w/logo | ST452 | A+ By SAI | (XS - 6X) |
| Sweater, L/S Navy Zip-Front w/pockets - w/logo | ST449 | A+ By SAI | (XS - 9X) |
| Sweater Vest, Navy Button-Front - w/logo | SG393 | A+ By SAI | (XS - 5X) |
| Sweater Vest, Navy V-Neck Pullover - w/logo | ST377 | A+ By SAI | (XS - 9X) |
| Jacket, Navy Colorado 3 in 1 Jacket w/Zip-Out Fleece Liner - w/logo | JA094 | Tri-Mountain | (XS - 4X) |
| Jacket, Navy Dakota 3 in 1 Jacket w/Zip-Out Fleece Liner - w/logo | JC683 | Tri-Mountain | (XS - 6X) |
| Jacket, Navy Dakota 3 in 1 Jacket w/Zip-Out Fleece Liner, Tall - w/logo | JC683 | Tri-Mountain | (LT - 6XLT) |
| Jacket/Men's/Microfleece/Unlined – w/logo | JX648 | North End | (S - 5X) |
| Jacket/Women's/Microfleece/Unlined – w/logo | JX649 | North End | (XS - 2X) |
| Vest/Micro Fleece Navy - w/logo | JX628 | Port Authority | (XS - 4X) |
| Cap, Navy Brushed Twill, Adjustable - w/logo | HW983 | Port & Company | (ONE SIZE) |
| Cap, Navy Stretch Mesh, Dark Navy- w/logo | HA008 | New Era | (S/M, M/L, L/XL) |
| Visors, 100% Cotton, Velcro, Navy - w/logo | HW984 | Port & Company | (ONE SIZE) |
| Cap, Watch Cap/Knit Navy (Winter Hat) - w/logo | HW717 | Port & Company | (ONE SIZE) |
| Clip-On Ties, Navy and Burgundy -- w/small pattern | No Item Numbers | Career Cravats | n/a |
| Clip-On Ties, Navy and Burgundy -- w/Stripe | Purchase Infrequently | Career Cravats | n/a |
| Economy Class 2 Mesh Vest W/Zipper | HS717 | Radwear By Radians | (S - 5X) |

| Operations Supervisor Uniform Description | Item Number | Brand | Size |
|---|--------------------|----------------|--------------------------|
| Men's Poly/Cotton L/S Easy Care Shirt (Black, Red, and Strong Royal Blue) – W/logo | SR816 | Port Authority | (XS - 6X) (MT - 4XLT) |
| Men's Port Authority S/S Easy Care Shirt (Black, Red, and strong Royal Blue) – w/logo | SR939 | Port Authority | (XS - 6X) (LT - 4XLT) |
| Men's Port Authority Silk Touch Sport Shirt (Black, Red, and Strong Royal Blue) – w/ logo | ST111 | Port Authority | (XS - 9X) (LT - 4XLT) |
| Port Authority Ladies L/S Easy Care Shirt (Black, Red, and Strong Royal Blue) – w/ logo | SR941 | Port Authority | (XS - 6X) |
| Ladies S/S Easy Care Shirt (Black, Red) – w/ logo | SR850 | Port Authority | (XS - 6X) |
| Port Authority Ladies Silk Touch Short Sleeve Sport Shirt (Black, Red, and Strong Royal Blue) – w/ logo | ST149 | Port Authority | (XS - 6X) |
| 5.11 Tactical Sabre 2.0 Jacket (Black) – w/logo | JA935 | 5.11 Tactical | (XS - 4X) |
| Jacket/Men's /Microfleece/Unlined (Black) – w/logo | JX648 | North End | (S - 5X) |
| Jacket/Women's /Microfleece/Unlined (Black) – w/logo | JX649 | North End | (XS - 2X) |
| Vest/Micro Fleece/Black – w/logo | JX628 | Port Authority | (XS - 4X) |
| Cap Brushed Twill –Port & Company Black - w/logo | HW983 | Port & Company | (ONE SIZE) |
| New Era Stretch Mesh Ball Cap Black – w/logo | HA008 | New Era | (S/M, M/L, L,XL) |

6.1 BIDDER IDENTIFICATION

Full and Correct Name of Bidder:

Primary Business Address:

Phone:

FAX:

E-mail:

Web site:

Signature

Date

6.2 COST PROPOSAL FORM

The item prices on the Cost Proposal Form must include delivery/freight (FOB destination).
Delivery Address is: 3170 Del Webb Ave. Salem, OR 97301

COST PROPOSAL – Operator Uniforms

| Item No. | Description | Regular Sizing | | Extended Sizing | |
|----------------------------------|---|----------------|-------|-----------------|-------|
| | | Price Proposal | Sizes | Price Proposal | Sizes |
| Pants - Men's | | | | | |
| EDW 2610-07 | Pants, Men's Navy Pleated Front - Poly/Cotton | | | | |
| EDW 2510-07 | Pants, Men's Navy Flat Front - Poly/Cotton | | | | |
| RK PT60NV | Pants, Men's Navy Elastic Waist - Poly/Cotton | | | | |
| RK PT50NV | Pants, Men's Navy Jean Cut - Poly/Cotton | | | | |
| EDW 2290-07 | Pants, Men's Dark Navy Polyester | | | | |
| New Item of Interest - No number | Pants, Men's Navy 6-Pocket Cargo Pant - Poly/Cotton | | | | |
| Pants - Women's | | | | | |
| EDW 8619-07 | Pants, Women's Navy Pleated Front - Poly/Cotton | | | | |
| EDW 8519-07 | Pants, Women's Navy Flat Front - Poly/Cotton | | | | |
| RK PT61NV | Pants, Women's Navy Elastic Waist - Poly/Cotton | | | | |
| New Item of Interest - No Number | Pants, Women's Navy 6-Pocket Cargo Pant - Poly/Cotton | | | | |
| Shorts - Men's | | | | | |
| EDW 2410-07 | Shorts, Men's Navy Pleated Front - Poly/Cotton | | | | |
| RK PT26NV | Shorts, Men's Navy Flat Front - Poly/Cotton | | | | |
| RK PT42NV | Shorts, Men's Navy Elastic Waist - Poly/Cotton | | | | |
| New Item of Interest - No Number | Shorts, Men's Navy 6-Pocket Cargo - Poly/Cotton | | | | |
| Shorts - Women's | | | | | |
| EDW 8419-07 | Shorts, Women's Navy Pleated Front - Poly/Cotton | | | | |
| DCK FR221 | Shorts, Women's Navy Flat Front - Poly/Cotton | | | | |
| EDW 8476-07 | Shorts, Women's Navy Elastic Waist - Poly/Cotton | | | | |
| New Item of Interest - No Number | Shorts, Women's Navy 6-Pocket Cargo - Poly/Cotton | | | | |

RETURN THIS FORM WITH BID

Cost Proposal – Operator Uniforms

| Item No. | Description | Regular Sizing | | Extended Sizing | |
|---------------------------------|---|----------------|-------|-----------------|-------|
| | | Price Proposal | Sizes | Price Proposal | Sizes |
| Shirts - Men's | | | | | |
| EDW 1077-21 | Shirt, L/S Men's Blue Stripe Oxford - w/logo | | | | |
| EDW 1077-21 | Shirt, L/S Men's Blue Stripe Oxford, Tall - w/logo | | | | |
| EDW 1077-01 | Shirt, L/S Men's Lt. Blue Oxford - w/logo | | | | |
| EDW 1077-01 | Shirt, L/S Men's Lt. Blue Oxford, Tall - w/logo | | | | |
| EDW 1027-21 | Shirt, S/S Men's Blue Stripe Oxford - w/logo | | | | |
| RK SR60 / EDW 1027 - 6XLT | Shirt, S/S Men's Blue Stripe Oxford, Tall - w/logo | | | | |
| EDW 1027-01 | Shirt, S/S Men's Lt. Blue Oxford - w/logo | | | | |
| RK SR60 / EDW 1027 - 6XLT | Shirt, S/S Men's Lt. Blue Oxford, Tall - w/logo | | | | |
| Shirts - Women's | | | | | |
| EDW 5077-21 | Shirt, L/S Women's Blue Stripe Oxford - w/logo | | | | |
| EDW 5077-01 | Shirt, L/S Women's Lt. Blue Oxford - w/logo | | | | |
| EDW 5027-21 | Shirt, S/S Women's Blue Stripe Oxford - w/logo | | | | |
| EDW 5027-01 | Shirt, S/S Women's Lt. Blue Oxford - w/logo | | | | |
| Polo Shirts | | | | | |
| MGC 117 | Polo Shirt, Royal w/Black & Gray Trim, left pocket, poly/cotton - w/ logo | | | | |
| MGC 106 | Polo Shirt, All Colors, left pocket, poly/cotton - w/ logo | | | | |
| Sweaters | | | | | |
| SFK 5600 | Sweater, L/S Navy Button-Front w/pocket - w/logo | | | | |
| SFK 6500 | Sweater, L/S Navy V-Neck Pullover - w/logo | | | | |
| SFK 5510 | Sweater, L/S Navy Zip-Front w/pockets - w/logo | | | | |
| | | | | | |
| SFK 4928 | Sweater Vest, Navy Button-Front - w/logo | | | | |
| SFK 6600 | Sweater Vest, Navy V-Neck Pullover - w/logo | | | | |
| Jackets | | | | | |
| MGC9100 | Jacket, Navy Colorado 3 in 1 Jacket w/Zip-Out Fleece Liner - w/logo | | | | |
| MGC7800 | Jacket, Navy Dakota 3 in 1 Jacket w/Zip-Out Fleece Liner - w/logo | | | | |

RETURN THIS FORM WITH BID

Cost Proposal – Operator Uniforms

| Item No. | Description | Regular Sizing | | Extended Sizing | |
|-----------------|--|----------------|-------|-----------------|-------|
| | | Price Proposal | Sizes | Price Proposal | Sizes |
| Fleece | | | | | |
| ASH 88108 | Navy Interactive Fleece Jacket - w/logo | | | | |
| ASH 88114 | Navy & Gray Microfleece Vest -- w/logo | | | | |
| Caps | | | | | |
| TAICAH80 | Cap - Navy/White Mesh, Adjustable - w/logo | | | | |
| TAICAH35 | Cap - Navy Adjustable - w/logo | | | | |
| Ties | | | | | |
| No Item Numbers | Clip-On Ties, Navy and Burgundy -- w/small pattern | | | | |

Cost Proposal – Supervisor Uniforms

| Item No. | Description | Regular Sizing | | Extended Sizing | |
|------------------------|---|----------------|-------|-----------------|-------|
| | | Price Proposal | Sizes | Price Proposal | Sizes |
| Pants - Men's | | | | | |
| EDW 2578 | Pants, Men's Easy Fit Chino, Flat Front - Poly/Cotton (Khaki / Navy) | | | | |
| EDW 2678 | Pants, Men's Easy Fit Chino, Pleated Front - Poly/Cotton (Khaki / Navy) | | | | |
| EDW 2630 | Pants, Men's Pleated Front - Cotton (Tan / Navy) | | | | |
| EDW 2620 | Pants, Men's Pleated Front Slack - Poly/Wool (Grey / Navy) | | | | |
| MGC 2720 | Pants, Men's Flat Front Slack - Poly/Wool (Grey / Navy) | | | | |
| Pants - Women's | | | | | |
| EDW 8579 | Pants, Women's Easy Fit Chino, Flat Front - Poly/Cotton (Khaki / Navy) | | | | |
| EDW 8679 | Pants, Women's Easy Fit Chino, Pleated Front - Poly/Cotton (Khaki / Navy) | | | | |
| EDW 8639 | Pants, Women's Pleated Front - Cotton (Tan / Navy) | | | | |
| EDW 8629 | Pants, Women's Pleated Front - Poly/Wool (Grey / Navy) | | | | |

Cost Proposal – Other

| Item No. | Description | Regular Sizing | | Extended Sizing | |
|-------------------------|---|----------------|-------|-----------------|-------|
| | | Price Proposal | Sizes | Price Proposal | Sizes |
| Shirts - Men's | | | | | |
| RH60 | Shirt, L/S Men's Med Blue Dobby Non-Iron Button-Down Shirt - w/logo | | | | |
| MGC 106 | Polo Shirt, Men's Royal Blue, poly/cotton - w/logo | | | | |
| Shirts - Women's | | | | | |
| RH61 | Shirt, L/S Women's Med Blue Dobby Non-Iron Button-Down Shirt, 3/4 sleeve - w/logo | | | | |

RETURN THIS FORM WITH BID

| | | | | | |
|---------|--|--|--|--|--|
| MGC 102 | Polo Shirt, Women's Royal Blue, poly/cotton - w/logo | | | | |
|---------|--|--|--|--|--|

6.3 RECEIPT OF ADDENDA

Important Note: Solicitation addenda shall be electronically posted to State of Oregon Procurement Website (ORPIN) While SAMTD is confident in the full functionality of this system, as a legal matter, notification services offered through the site are not guaranteed and users of the notification services are ultimately responsible for reviewing postings to the site. Failure to acknowledge receipt of an addendum may cause an offer to be rejected as non-responsive.

| | |
|---------------------|----------------------|
| <u>Addendum No.</u> | <u>Date Received</u> |
| <u>Addendum No.</u> | <u>Date Received</u> |
| <u>Addendum No.</u> | <u>Date Received</u> |
| <u>Addendum No.</u> | <u>Date Received</u> |
| <u>Addendum No.</u> | <u>Date Received</u> |
| <u>Addendum No,</u> | <u>Date Received</u> |

If no addendum was received, write "None Received":

Date: _____

Signature: _____

Name: _____

Title: _____

6.4 CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, the undersigned, acting in behalf of myself/duly authorized to act in behalf of, _____ hereby certify, under penalty of perjury as provided in ORS 305.385(6), that I am, or the above firm, corporation, or partnership is, to the best of my knowledge, not in violation of any Oregon tax law. For purposes of this certificate, "Oregon Tax Laws" are ORS chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Date: _____

Signature: _____

Name: _____
(Print)

Title or Representative Capacity:

Company Name: _____

6.5 DISADVANTAGE BUSINESS ENTERPRISE (DBE) CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprise?

Yes No

If no, has your firm been certified by any other US State, Territory or Protectorate as a Disadvantaged Business Enterprise?

Yes No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Firm, Organization
Or Contractor: _____

Signature: _____

Name & Title: _____
(Typed or Printed)

Date: _____

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER INELIGIBILITY & VOLUNTARY EXCLUSION

The undersigned, duly authorized representative of _____ hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Typed or Printed Title of Authorized Official)

(Date)

OR

The undersigned, duly authorized representative of _____ hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

(Typed or Printed Title of Authorized Official)

(Date)

Attachment(s) [If required]

SECTION 7 – SAMPLE CONTRACT

SECTION 7

RFP No. RTF18005CM

****SAMPLE CONTRACT...DO NOT EXECUTE****

SALEM AREA MASS TRANSIT DISTRICT

GOODS AND SERVICES CONTRACT FOR DRIVER UNIFORMS

This Contract is by and between Salem Area Mass Transit District ("SAMTD") and _____ ("Contractor").

1. Term

Unless terminated sooner under the provisions of this Contract, the base term of the Contract shall be from _____, 20XX to _____, 20XX, with SAMTD's option to extend for four (4) additional one (1) year terms, for a maximum contract total of seven (7) years.

2. Contract Provisions

All provisions of the documents below are incorporated in this contract by reference. Any conflict between or among any of the documents listed below shall be resolved in accordance with the order of precedence set forth below.

- A. Written contract modifications executed by the parties after contract award,
- B. This contract form,
- C. Addenda issued by SAMTD prior to receipt of proposals, as well as addenda issued during discussions,
- D. Special Conditions as set forth in SAMTD's Request For Proposals (Section 4A Special Proposal Provisions and Section 4B Special Contract Conditions),
- E. General Conditions as set forth in SAMTD's Request For Proposals (Section 3),
- F. Proposal Requirements as set forth in SAMTD's Request For Proposals (Section 1),
- G. Contractor's Price Proposal, to include all supplements, and as finally amended by the Contractor's Best and Final Offer (Section 6).

SECTION 7 – SAMPLE CONTRACT

3. Scope of Services

Contractor shall perform the tasks identified in the above documents, and the services set forth in this Request for Proposals (Section 5) – Scope of Services, within the time frame and budget stated.

4. Compensation

Total contract compensation shall not exceed \$_____in the base term.

CONTRACTOR

SALEM AREA MASS
TRANSIT DISTRICT

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____