

**29-212**

REQUEST FOR PROPOSAL

**OPERATORS' UNIFORMS**

May 18, 2009

Utah Transit Authority  
3600 South 700 West  
P.O. Box 30810  
Salt Lake City, Utah 84130-0810

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## REQUEST FOR PROPOSAL

29-212

The Utah Transit Authority (UTA), Salt Lake City, Utah, is requesting sealed proposals for operators' uniforms.

The UTA will not discriminate on the basis of race, color, national origin, age, religion, or sex in the award or performance of any contract. By submitting an offer, the Contractor certifies that they shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. UTA and the Contractor shall both adhere to all relevant federal and state regulations in fulfilling this contract, including those promulgated by the U.S. Department of Justice and the U.S. Department of Transportation. Absence of any specific regulatory reference, however, does not eliminate or reduce the Contractor's responsibility to adhere to all pertinent laws and regulations.

Any correspondence, questions, or requests for proposal packages should be directed to the Purchasing Department, Attention: Lee Childress, Utah Transit Authority, P.O. Box 30810, 3600 South 700 West, Salt Lake City, Utah 84130-0810, telephone: (801) 262-5626, Extension 3019.

**SEALED PROPOSALS MARKED "UNIFORMS" SHOULD BE RECEIVED BY THE UTAH TRANSIT AUTHORITY, P.O. BOX 30810, ATTN: LEE CHILDRESS/PURCHASING DEPARTMENT, 3600 SOUTH 700 WEST, SALT LAKE CITY, UTAH 84130-0810 NO LATER THAN 5:00 P.M. MOUNTAIN TIME, JUNE 19, 2006.** Any proposal received thereafter may be considered non-responsive and may not be evaluated. This procurement is a Request for Proposal (RFP). Proposals will be opened in private after the date and time stated above. A public opening will not be held.

Complete instructions to offerors are included in the proposal. No oral, telephone, telegraphic, or facsimile proposals or modifications will be considered. Award will be based on the following criteria in descending order of importance: Compliance with specifications; previous experience in providing uniform services; availability of product; and uniform costs. UTA reserves the right to award to more than one supplier. Award will be to the offer(s) deemed most advantageous and of the best value to UTA. Discussions or negotiations may be conducted under this proposal, however, the UTA reserves the right to award a contract based on the initial proposal without discussions or negotiations.

Issuance of this RFP does not commit the UTA to award any contract, to pay any costs incurred in preparation of a proposal, or to procure or contract for services or supplies. The UTA reserves the right to waive any irregularities and informalities or to reject any and all proposals, to re-advertise and to make contract awards in the best interest of the UTA.

John M. English  
General Manager  
Utah Transit Authority

## INSTRUCTIONS AND SPECIAL PROVISIONS

### Proposal 29-212

### OPERATORS' UNIFORMS

**INSTRUCTIONS FOR BIDDING:** Proposals must be on the form furnished by UTA and must be enclosed in a sealed envelope and endorsed, "OPERATORS' UNIFORMS". UTA will not accept proposals through the fax machine.

**REQUIREMENTS FOR THIS PROPOSAL ARE:**

1. The Bid Schedules filled out completely per the instructions given. Failure to fill out the bid schedule as indicated may render the proposal non-responsive.
2. Data and acknowledgments on pages 8-10.
3. The Certifications (located on the pages noted) signed and returned with the Bid Schedule.
  - o Contractor Status/Signature Page (pages 11-13)
  - o DBE/Affirmative Action Statement (page 15)

**SCOPE OF CONTRACT:** Subject contract is to provide uniforms for the UTA bus and train operators as indicated in the Specifications and the Bid Schedule.

**CONTRACT PERFORMANCE PERIOD:** Contract performance will commence on or about July, 1 2009. Performance under this contract will be for a period of three (3) years with the possibility of two (2), one (1) year options.

**COST AND PRICING:** The cost submitted by the offeror on the Bid Schedule shall be the full and total cost for the uniform items listed on the Bid Schedule as identified in the RFP. All applicable costs, charges or fees shall be included.

UTA or the UTA operator will not be responsible for or pay for any costs, charges or fees not included or identified in the offer.

Bidders may bid on any or all locations. Bids submitted must reflect pricing for all locations being bid. Prices shall be the same for all locations. ("All or none" bids or bids reflecting different prices for different locations may be rejected).

**PROCUREMENT CARDS (OPERATORS' UNIFORMS):** UTA operators will be using Purchasing Cards (p-cards) to purchase all of their needed items under this contract.

These cards will be formatted as "charge-down" cards and will be valued at the amount each UTA employee's clothing allowance is each year. All cards will be dated from the employment anniversary month of each employee.

It should be expressly noted that these cards are limited in value depending on the employee's yearly allowance. If charges are made by a UTA employee that exceeds the amount on the card, the employee is responsible for the balance, not UTA. All transaction amounts over the spending limit for an employee will be handled strictly between the UTA employee and the sales representative involved. The contractor agrees not to charge merchandise to a card until the product ordered is actually delivered to the UTA employee.

By submitting an offer, the contractor certifies that it can accept purchasing cards as a normal course of business. No additional fees or charges will be charged because of the use of a purchasing card. UTA currently uses the MasterCard Purchasing Card from Wells Fargo.

**SPECIFICATIONS:** Products under this proposal are as specified on the Bid Schedule. Manufacturers and product numbers indicated are the approved/desired manufacturer and product, however, contractors may propose alternate products that are of equal or better quality. Should the bidder offer other than what is specified, the bidder must provide manufacturer data sheets and specifications for each alternate item bid for evaluation by UTA. Failure to submit data may render the proposal non-responsive. Samples may be requested at no cost to UTA. (See Attachment 1)

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** UTA shall have the unilateral right, or option, to extend the term of the contract for two (2) successive one (1) year options. Offerors shall submit, with their original proposals, pricing for each option year. Option year pricing shall be provided separately and clearly identified as option year pricing (Schedules attached). Failure to provide option year pricing separately may render the proposal non-responsive. UTA will provide a minimum thirty (30) calendar day notice on the exercise of options.

**EVALUATION OF OPTIONS:** Except when it is determined not to be in UTA's best interest, UTA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of the options will not obligate UTA to exercise the option(s).

**CONTRACTOR EXPERIENCE:** Offerors must provide evidence of at least **five (5) years** experience in the distribution of uniforms. Offerors shall furnish the name, address and duration of services of previous customers as part of their proposal. Failure to provide this information may render the offeror non-responsive.

**SET UP:** All items are to be stocked and available upon request. A 60 day set-up time will be allowed, from the date of award, to allow time to order and set up an inventory of UTA uniforms.

**After the 60 day set-up period, the contractor agrees to a 10% discount, off the bid price, on any item not in stock at the time it is requested.**

**"OVER-SIZED" ITEMS:** The contractor will make every effort to maintain an inventory on over-sized items based on UTA personnel needs. The contract shall indicate on the Bid Schedule the time required to obtain oversized items. **A 10% discount, off the bid price, will be issued on any item not meeting the delivery time offered. The availability of over-sized items will be considered in evaluating proposals.**

**MONTHLY REPORTS:** At the end of each month (no later than the 5th of the following month) the contractor will provide copies of all sales receipts for the previous month's sales.

Receipts will detail: Individual's name, article of clothing purchased, item numbers, size and price charged. Receipts will be mailed to the attention of each division's operations office coordinator.

**FAILURE TO COMPLY WITH SPECIFICATIONS:** During the term of the Contract, services that do not meet the requirements set forth herein will be deemed unacceptable and the Contractor will be notified immediately. The Contractor shall rectify the service within 24 hours of notification. Correcting the [problem] will be at no additional cost to UTA.

**SAFETY AND CONTRACTOR SAFETY ORIENTATION TRAINING:** The Contractor shall comply with all OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations or penalties it may receive while working on this project. The Contractor may be required to complete the UTA Contractor Safety Orientation Training prior to working on UTA property. Training should be scheduled by contacting the Program Manager.

**INDEMNITY:** To the fullest extent permitted by law, Contractors shall indemnify and hold harmless the UTA from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractors.

**BID ACCEPTANCE PERIOD:** In compliance with this proposal, the offeror agrees, if his offer is accepted within 90 calendar days (unless a different period is indicated below by the offeror) from the date specified in the solicitation for receipt of bids, to furnish any or all items bid at the price indicated, within the time specified. ("Acceptance period" as used herein means the number of calendar days available to UTA for awarding a contract from the date specified in this proposal for receipt of offers).

\_\_\_\_\_ calendar days (offeror insert number of days if other than 90 calendar days).

**MAIL ORDERS:** UTA will consider mail order programs as an option to, or supplement to, "store front" sources. Mail order companies must have local representation and the capability to provide fittings within a 24 hour period (1 work day).

Offerors must provide complete information on their program and, as their offer, must address, as a minimum, costs, order/delivery procedures, fitting procedures, product lead times and returns to be considered. Products will be shipped to the ordering individuals UTA Business Unit.

**AVAILABILITY OF OUTLETS:** The Utah Transit Authority employs operators and supervisors at divisions in Ogden, Salt Lake City and the Orem/Provo areas. Bidders may submit offers for any or all of these locations. Submitting an offer for only one location will not disqualify an offer. However, preference is that a fully stocked uniform outlet be maintained in each of these areas (See also "Mail Orders"). UTA reserves the right to award to more than one contractor and could conceivably award more than one contract in any or all locations.

Bids submitted must reflect pricing for all locations being bid. Prices shall be the same for all locations. ("All or none" bids or bids reflecting different prices for different locations may be rejected).

Bidders shall indicate below the area(s) where they can maintain a fully stocked outlet.

LOCATION	CHECK IF OUTLET IS AVAILABLE	ADDRESS OF LOCATION
SALT LAKE CITY		
OGDEN		
OREM/PROVO		

*In lieu of a storefront outlet, contractors may service the Ogden and Orem Divisions using scheduled weekly or bi-monthly (twice a month) visits (or as agreed to with the Division Operations Manager). All fittings, orders and deliveries will be done during these visits. The contractor must provide and agree to, in writing, an acceptable schedule with each Division.*

**NOTICES OR DEMANDS:** Any notice or demand to be given by one party to the other shall be given in writing per personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

If to UTA:

with a required copy to:

Utah Transit Authority  
Attn: Lee Childress  
3600 South 700 West  
P.O. Box 30810  
Salt Lake City, Utah 84119

If to the Contractor:

with a required copy to (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the address at which such party desires to receive notice on written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.



### **ACKNOWLEDGMENT OF AMENDMENTS**

Bidders may acknowledge any amendments issued under this request for proposal by either returning a copy of the amendment with their proposal or by initialing the appropriate block below. Failure to acknowledge amendments may render the proposal non-responsive.

AMENDMENTS ACKNOWLEDGED	#1	#2	#3	#4	#5
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### **CONTRACTOR EXPERIENCE**

Enter the names, telephone numbers and number of years of service of your customer in accordance with the paragraph entitled "Contractor Experience".

NAME & ADDRESS OF CLIENT	TELEPHONE	YEARS SERVICE

**PROMPT PAYMENT DISCOUNT**

Enter the prompt payment discount that will apply to all billings under this contract. Do not leave blank. If not stated, invoices will be processed Net 15th Prox (15<sup>th</sup> of the month following the date of the invoice).

Discounts will be calculated from the date of final receipt of the materials, or final acceptance of the services, invoiced for, or, date of receipt of the original and correct invoice, whichever is later.

<b>PROMPT PAYMENT DISCOUNT</b>	_____ % _____ <b>DAYS (OR)</b> _____
------------------------------------	--------------------------------------

The undersigned understands that any conditions added to this bid/proposal, clarifications, or information submitted with this form, other than that requested, may render the bid/proposal non-responsive.

**JOINT VENTURE:** The undersigned bidder/proposer is a joint venture comprised of the following persons, firms, or corporations. Enclose a copy of the Joint Venture Agreement entered into between the parties. Disadvantaged owned companies must be indicated in the column marked by a "D". Indicate N/A if this does not apply.

<u>Percent of Contract</u>	<u>"D"</u>	<u>Firm Name</u>	<u>Address</u>
			-
			-
			-

**SUBCONTRACTORS:** The undersigned bidder/proposer proposes to have the following work performed by subcontractors. Disadvantaged owned companies must be indicated in the column marked by a "D". Indicate 'none' if sub-contractors will not be used. (See Appendix A)

**LIST OF SUBCONTRACTORS**

<u>Work</u>	<u>Percent of Contract</u>	<u>"D"</u>	<u>Proposed Subcontractor &amp; Address</u>
			-
			-
			-

The participation of disadvantaged-owned companies as shown above will be incorporated into any contract awarded as a result of this invitation.

The undersigned bidder/proposer does hereby certify that the above listed subcontractors have full knowledge that their names have been offered as subcontractors for the work, and the bidder/proposer further certifies that these subcontractors have consented to listing their names.

(this page not used)

**CONTRACTOR'S OFFER/SIGNATURE:** In the event of Contract award, and if the offer is accepted within the Bid Acceptance period specified in the RFP, by signing this offer the Contractor agrees to deliver all supplies and/or perform all services or construction as set forth in the Terms and Conditions, the Specifications and/or Bid Schedule, and any Amendments to this Request For Proposal (RFP). It is understood that UTA may award more than one contract as a result of the RFP as set forth in the RFP. Signature must be by an officer of your company authorized to bind your company in contractual matters.

\_\_\_\_\_  
 \_\_\_\_\_

(Contractors Name and Address)

(If Joint Venture or Partnership)

(Signature and Title & Date)

(Signature and Title If Joint Venture or Partnership)

**ACCEPTANCE OF OFFER/AWARD OF CONTRACT:** This confirms the acceptance of your offer on Request For Proposal 29-212 as accepted in our Notice of Contract Award. Contract award is for the items listed below or on the attached Price Schedule. This award consummates the Contract which consists of the Terms and Conditions of the RFP, any Amendments to the RFP and your Offer. No other contractual document is necessary.

No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

The Contract Administrator for this contract is Lee Childress. The Program Manager for this contract is Mary Kay Bonica. All correspondence regarding this contract should be addressed to Lee Childress at 801-287-3052.

**UTAH TRANSIT AUTHORITY:**

By: \_\_\_\_\_  
 Kenneth D. Montague, Jr.  
 Treasurer

By: \_\_\_\_\_  
 John M. English  
 General Manager

\_\_\_\_\_  
 Approved as to Form  
 UTA Legal Counsel

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## **CERTIFICATION A**

### **AFFIRMATIVE ACTION/DISADVANTAGED BUSINESS STATEMENT**

**ALL PROSPECTIVE CONTRACTORS MUST COMPLETE AND SIGN THIS CERTIFICATION.**  
**FAILURE TO SUBMIT THIS CERTIFICATION MAY RENDER YOUR BID/OFFER NON-**  
**RESPONSIVE**

The Utah Transit Authority (UTA) will not discriminate on the basis of race, color, national origin, age, religion, or sex in the award or performance of any contract. By submitting an offer, the Contractor certifies that they shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. UTA and the Contractor shall both adhere to all relevant federal and state regulations in fulfilling this contract, including those promulgated by the U.S. Department of Justice and the U.S. Department of Transportation. Absence of any specific regulatory reference, however, does not eliminate or reduce the Contractor's responsibility to adhere to all pertinent laws and regulations.

Bidder/Offeror will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract.

Company Name: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail address: \_\_\_\_\_

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## **PART I**

### **TERMS AND CONDITIONS**

These General Conditions and Instructions apply to all bidding and/or proposing, except insofar as they may be modified by the specifications or bidding/proposing documents.

**DEFINITION OF TERMS:** Whenever in the bid/proposal or contract documents the following terms or pronouns in place of them or abbreviations are used, the intent and meaning shall be interpreted as follows (See also the General Provisions for specific definitions):

"Utah Transit Authority", "Transit Authority", "Authority", or "UTA" means Utah Transit Authority, body corporate and politic created pursuant to Section 17-A-2-1001, Utah Code Annotated 1953, as amended, relating to public transit districts.

"Board", "Directors", "Board of Directors" or "Board of Trustees" means Utah Transit Authority's Board of Trustees or members thereof.

"General Manager" means general manager of the Utah Transit Authority.

"Contractor" means the successful bidder or offeror to whom a contract is awarded.

"Contract" means a written agreement, resulting from this proposal, signed by the Contracting Parties or their properly authorized representative or agent, mailed to the contractor at the address designated in their bid/proposal or to such other address as may be designated in writing as their official place of business.

"Division" refers to specific UTA operating locations.

"Offeror", "Proposer" and "Bidder" for this purpose of this solicitation are synonymous.

"Bid/Proposal Documents" means the Notice to Contractors, Notice to Bidders/Offerors, General Conditions and Instructions for Bidders/Offerors, Specifications, Invitation for Bid, Request For Proposals, Bid/Proposal, Contract and Addenda/Amendments, if any.

"Notice" means notice requesting bids/proposals published pursuant to Section 17-A-2-1016, Utah Code annotated 1953, as amended.

"Disadvantaged business" or "DBE" means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals (see definition below) or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are: Women; Black Americans (persons having origins in any of the Black racial groups of Africa); Hispanic Americans (persons of Mexican, Puerto Rican, Cuban, Central or South American or of the Iberian Peninsula, including Portugal); Native Americans (persons who are American Indians, Eskimos, Aleuts or Native Hawaiians); Asia-Pacific Americans (persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas); and, Asian-Indian Americans (persons whose origins are from India, Pakistan and

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Bangladesh). Section 106 (C) (2) B provides that women, like Black Americans, Hispanic Americans, and other groups currently designated in the regulations, are presumed to be "socially and economically disadvantaged individuals" for purposes of the DBE program.

**INTERPRETATION OF BIDDING/PROPOSAL DOCUMENTS:** If any person submitting a bid/proposal is in doubt as to the true meaning of any part of the bid/proposal specifications or finds discrepancies or omissions from the specifications, they may submit a request for interpretation or correction to UTA. Requests may be by telephone or in written format. Written request must be clearly marked as such on the outside of the envelope and be in the office of the Contracts Buyer in the Purchasing Department, prior to the scheduled bid/proposal opening.

**LATE BIDS/PROPOSALS:** Bids/proposals received in the office designated by UTA after the exact time set for opening are considered "late". Late bids/proposals are normally considered when received before contract award, and:

- o when sent by registered or certified mail to the location specified by UTA not later than five (5) calendar days before the bid/proposal receipt date specified;
- o when sent by mail not later than five (5) calendar days before the bid/proposal receipt date specified and to the location specified by UTA **and** it is determined by UTA that the late receipt was due **solely** to mishandling by UTA after receipt at UTA facility; or
- o when sent by U.S. Postal Service Express Mail Next Day Service to Addressee or by UPS Overnight Next Day Delivery Services, or Federal Express Over Night Next Day Delivery Service not later than 5:00 PM at the place of mailing two (2) working days prior to the date specified for receipt of bids/proposals. The term "working days" excludes weekends and holidays observed by UTA.

**WITHDRAWAL OF BIDS/PROPOSALS:** A bidder/offeror may withdraw their bid/proposal before the expiration of the time during which bids/proposals may be submitted, without prejudice to themselves, by contacting the Manager of Purchasing and/or submitting a written request for its withdrawal to the Purchasing Department.

**ALTERNATIVE BID/PROPOSAL:** Submission of alternative bids/proposals, except as specifically called for or allowed under the specifications or bid/proposal forms, will render it informal and may cause its rejection.

**NON-COLLUSIVE AFFIDAVIT:** The bidder/offeror shall represent and warrant that such bid/proposal is genuine and not fraudulent or collusive or made in the interest of or in behalf of any person not named and that the bidder/offeror has not, directly or indirectly, induced or solicited any other bidder/offeror to put in a counterfeit bid/proposal or sought by collusion, to secure to the bidder/offeror, an advantage over any other bidder/offeror.

If at any time it shall be found that a person, firm, or corporation to whom a contract has been awarded has in presenting any bid/proposal or bids/proposals colluded with any other party or parties, then the contract so awarded shall be null and void and the contractor shall be liable to UTA for all loss or damage which UTA may suffer and UTA may advertise for a new contract for said labor, supplies, materials, or equipment.

Nothing in this section shall limit or restrict the provisions of the warranty of fitness as set forth in these general conditions and instruction for bidders/offerors.

**BRAND NAME OR EQUAL:** Whenever a brand, manufacturer or product name is indicated in these specifications, they are included only for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" is considered to follow.

When bidding "an equal or substitute brand", bidder shall clearly indicate so on the bid document and shall supply technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

It should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve the supplier from his responsibility to produce the product or supply merchandise in accordance with the performance warranty and contractual requirements.

**AGREEMENT:** Agreement to be executed between UTA and successful bidder/offeror will be in the form of a formal contract for the services as authorized by UTA.

**ASSIGNMENT OF CONTRACT:** Unless approved in writing, UTA does not authorize the contractor to assign this contract or any portion of the contract or to make payments to another party on the behalf of UTA.

**APPROVAL BY UTA'S DESIGNEE (PROGRAM MANAGER):** Contract performance shall be monitored by an agent or agents designated by the Manager of Purchasing and Materials. This designee shall be responsible for inspection and acceptance of all products or performance under the contract.

**FAILURE TO COMPLETE CONTRACT:** In case of failure on the part of the contractor to complete their contract within the specified time or within authorized extensions, the contract may be terminated and UTA shall not pay or allow to the contractor any further compensation for any labor, supplies, or materials furnished. UTA may proceed to complete such contract by completing the contract with UTA personnel or by contracting with another contractor to complete the unfinished work as deemed necessary. The contractor shall be liable to UTA for all loss, damage or additional costs which UTA may suffer on account of the contractor's failure to complete the contract.

**DEFECTIVE OR DAMAGED WORK:** All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, that may be encountered in the execution of the work or the furnishing of the work or supplies, materials or equipment, or from any act or omission not authorized by these specifications on the part of the contractor or any agent or person employed by him, shall be sustained by the contractor.

Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected by the contractor hereunder without additional cost to UTA.

**PROPOSED CHANGES BY THE CONTRACTOR:** Any proposed change in the contract must be submitted to UTA in writing for its prior written approval and UTA will make the change, if approved, by a contract change order.

It is understood, however, that the amount of work, materials, or equipment required by the contract shall not be so increased or diminished as to substantially alter the general character or extent of the contract.

**PAYMENT OF TAXES:** The supplies, materials, or equipment called for under the specifications will be used by UTA in the performance of a government function and are exempt from taxation by the United States Government. UTA will, if requested, furnish a Tax Exemption Certificate and any and all affidavits and documents that may be necessary to establish such exemption. UTA is exempt from payment of Federal, State and local sales and use taxes, and such taxes must not be included in the priced bid/proposal. UTA will furnish necessary exemption certificates, if requested.

## **PART II**

### **GENERAL PROVISIONS**

This Part will be incorporated by reference in the contract to be awarded.

#### **1. Definitions. As used in this Agreement:**

- a. Agreement means any Agreement, Cooperative Agreement, Contract, or Subcontract.
- b. Approval, Authorization, Concurrence, Waiver means a conscious written act by an authorized official of UTA granting permission to the Contractor to perform or omit an action required pursuant to this Agreement, which action may not be performed or omitted without such permission. An approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions unless such permission is clearly stated. Oral permission or interpretations have no legal force or effect.
- c. Federal Transit Act, as amended, is the current designation of the former Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. app. § 1601 note. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Act of 1964, as amended, shall be deemed a reference to the Federal Transit Act, as amended.
- d. Federal Transit Administration is the current designation of the former Urban Mass Transportation Administration. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- e. Federal Transit Administrator is the current designation for the Urban Mass Transportation Administrator. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administrator shall be deemed a reference to the Federal Transit Administrator.
- f. FTA is the acronym for the Federal Transit Administration, one of the operating administrations of the U.S. Department of Transportation (U.S. DOT). FTA replaces the acronym "UMTA".
- g. FTA Directive includes FTA circulars, notices, orders or guidance providing information about the FTA's programs, application processing procedures, and project management guidance. In addition to FTA directives, certain U.S. DOT directives may also apply to the Project.
- h. Government means the United States of America and any executive department or agency thereof.
- i. Local Government includes a public transit authority as well as a county, municipality, city, town, township, special district, council of governments (whether or not incorporated as a private nonprofit organization under state law), regional or interstate government entity, or any agency or instrumentality thereof.
- j. Mass Transportation means transportation by bus, rail, or other conveyance, either publicly or privately owned, that provides general or special transportation service (but not school bus, charter or sightseeing service) to the public on a regular and continuing basis. The term "mass transportation" also includes "transit" and "public transportation".

- k. Project means the tasks or set of tasks set forth in the Bid or Proposal which the Contractor carries out pursuant to this Agreement with UTA.
- l. Contractor or Subcontractor means any entity that receives assistance from UTA for the accomplishment of the Project.
- m. Secretary means the U.S. DOT Secretary or his or her duly authorized designee.
- n. U.S. DOT is the acronym for the U.S. Department of Transportation, including its operating administrations.
- o. "Best Value" "Best Value" is the selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality and experience of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of greatest value to the UTA.

**2. Accomplishment of the Project.**

- a. General Requirements. The Contractor agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Bid or Proposal, and all applicable laws and regulations.
- b. Application of Federal, State, and Local Laws and Regulations.
  - (1) Federal Laws and Regulations. The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Contractor agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. New Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and will apply to this Agreement, unless determined otherwise by the Governing Authority.
  - (2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in the Agreement shall require the Contractor to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of the Agreement violate any applicable State or territorial law, or if compliance with the provisions of the Agreement would require the Contractor to violate any applicable State or territorial law, the Contractor agrees to notify UTA immediately in writing in order that UTA and the Contractor may make appropriate arrangements to proceed with the Project as quickly as possible.
- c. Funds of the Contractor. Unless approved otherwise by UTA, the Contractor agrees to complete all proceedings necessary to provide the Project costs at or before the time that such funds are needed to meet Project expenses.
- d. Changed Conditions of Performance (Including Litigation). The Contractor agrees to notify UTA immediately of any change in local law, conditions, or any other event that may significantly affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Contractor agrees to notify UTA immediately of any decision pertaining to the Contractor's conduct of litigation that may affect UTA's interests in the Project or UTA's administration or enforcement of applicable Federal laws or regulations. Before the Contractor may name UTA as a party to litigation for any reason, the Contractor agrees first to inform UTA; this proviso applies to any type of litigation whatsoever, in any forum.

3. **Ethics.**

- a. **Code of Ethics.** The Contractor agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts assisted by Federal funds. The code or standards shall provide that the Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors or subcontractors. The Contractor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Contractor's officers, employees, board members, or agents, or by contractors or subcontractors or their agents.

It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure an Authority contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- (1) **Personal Conflict of Interest.** The Contractor's code or standards must provide that no employee, officer, board member, or agent of the Contractor may participate in the selection, award, or administration of a contract assisted by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- (a) The employee, officer, board member, or agent;
  - (b) Any member of his or her immediate family;
  - (c) His or her partner; or
  - (d) An organization that employs, or is about to employ, any of the above.
- (2) **Organizational Conflicts of Interest.** The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- b. **Interest of Members of or Delegates to Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or to any benefit therefrom.
- c. **Bonus or Commission.** The Contractor warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its bid or proposal submitted for this Project.
- d. **Prohibition Against the Use of Federal Funds for Lobbying.** The Contractor agrees to comply with the provisions of 31 U.S.C. § 1352, as amended, which prohibit the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with the Project. The

Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying", 49 C.F.R. Part 20, as modified.

- e. Employee Political Activity. The terms of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees", 5 C.F.R. Part 151, apply to State and local agencies and their officers and employees to the extent covered by the statute and regulations. The "Hatch Act" restricts the political activity of an individual principally employed by a State or local executive agency in connection with a program financed in whole or in part by a Federal loan, grant, or cooperative agreement. However, the "Hatch Act" does not apply to a non-supervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the "Hatch Act" is otherwise inapplicable.

**4. Encumbrance of Project Property.**

- a. Unless expressly authorized in writing by UTA, the Contractor agrees to refrain from:
  - (1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect UTA interest in any Project real property or equipment; or
  - (2) Obligating itself in any manner to any other party with respect to Project real property or equipment.
- b. The Contractor agrees to refrain from taking any action or acting in a manner that would adversely affect UTA's interest or impair UTA's continuing control over the use of Project real property or equipment.

**5. Procurement.**

- a. If determined necessary for proper Project administration, UTA reserves the right to review the Contractor's technical specifications and requirements of any contracts or subcontracts pertaining to this Project.
- b. Exclusionary or Discriminatory Specifications. The Contractor further agrees that no Authority funds shall be used to support procurements utilizing exclusionary or discriminatory specifications for this Project.
- c. Debarment and Suspension. The Contractor agrees to obtain certifications on debarment and suspension from its contractors and subcontractors and otherwise comply with U.S. DOT regulations, "Government-wide Debarment and Suspension", 49 C.F.R. Part 29.
- d. Geographic Restrictions. The Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged and permitted the State of Utah.
- e. Subcontract Disputes or Breaches.
  - (1) General. UTA has a vested interest in the settlement of any dispute, default, or breach involving any Authority-funded subcontract for this Project. Therefore the Contractor agrees to pursue all legal rights available under any subcontract. UTA reserves the right to concur in any compromise or settlement of any claim by the Contractor involving any subcontract for this Project.
  - (2) Notification Requirement. The Contractor agrees to notify UTA of any current or prospective major dispute, breach, or litigation pertaining to any subcontract. If the Contractor seeks to name UTA as a party to litigation for any reason, the Contractor

agrees first to inform UTA before doing so: this proviso applies to any type of litigation whatsoever, in any forum.

- (3) UTA Interest in Recover. To the extent applicable, the UTA retains the right to a proportionate share, based on the percentage of UTA share committed to the Project, of any proceeds derived from any subcontract recovery. If the subcontract at issue contains a liquidated damages provision, the Contractor agrees to credit any liquidated damages recovered to the Project account unless UTA permits otherwise.
- (4) Alternative Dispute Resolution. UTA encourages the Contractor to use alternative dispute resolution, as may be appropriate.

## 6. Changes.

- a. The Manager of Purchasing and Material (Manager) may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

For supplies-

- (1) Drawings, designs or specifications when the supplies to be furnished are to be specially manufactured for UTA in accordance with the drawings, designs, or specifications;
- (2) Method of shipment or packing;
- (3) Place of delivery;

or, if for services-

- (1) Description of services to be performed;
- (2) Time of performance (i.e., hours of the day, days of the week etc);
- (3) Place of performance of the services.

- b. If any change under this clause causes an increase or decrease in the Contractors cost or, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract accordingly.
- c. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written notice. However, if the Manager decides that the facts justify it, the Manager may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractors proposal includes the cost of property made obsolete or excess by the change, the Manager shall have the right to prescribe the disposition of the property.
- e. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

## 7. Protest Procedures:

- a. Protest statements will be accepted only from prospective bidders/offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract. Any protest shall be in writing, submitted to the Chief Procurement Officer (CPO) at the address designated in the bid/proposal documents. Any protest not set forth in writing within the time limits specified in these procedures is null and void and shall not be considered.
- b. All protests shall include:



- (1) The name and address of the offeror
- (2) The solicitation or project number
- (3) A detailed statement as to the nature of the protest

All costs from a protest related to quality or testing shall be the responsibility of the protestor and undertaken at the protestor's expense.

- c. Prior to bid/proposal opening, all protests including protests based upon alleged restrictive specifications or alleged improprieties in any type of solicitation, shall be filed with the CPO, or designee, not less than seven (7) calendar days prior to the date of the bid/proposal opening. The CPO, or designee, will promptly make a determination in writing regarding the validity of the protest and whether or not the bidding/proposing process should be delayed beyond the scheduled date of bid/proposal opening.
- d. If the CPO determines that the scheduled date of bid/proposal opening be delayed, all respondents to the solicitation who have furnished their name and address to UTA shall be notified in writing, of the delay and reason for the delay. If the protest is determined to be valid, the CPO, or designee, will respond in writing to each material issue raised in the protest in a timely manner prior to proceeding further with the solicitation.
- e. When a protest has been timely filed with UTA prior to award, UTA will: 1) not make an award until after the resolution of the protest, or 2) if a protest has been filed in writing with the Federal Transit Administration (FTA), during the pendency of that protest UTA shall not make an award prior to seven (7) calendar days unless the CPO, or designee, determines in writing that:
  - (1) The items to be procured are urgently required
  - (2) Delivery or performance will be unduly delayed by failure to make an award promptly; or
  - (3) Failure to make a prompt award will otherwise cause undue harm to UTA or the Federal government
- f. In the event that a protestor receives an unfavorable decision from the CPO to its protest, the protestor shall have the right to appeal the decision of the CPO by submitting a written appeal to the President of the Board of Directors, or designee, of UTA within five (5) calendar days after receipt of the decision of the CPO. The President of the Board of Directors, or designee, will appoint a Protest Committee of at least three (3) members to review the protest and the decision of the CPO. The Protest Committee will notify the protestor in writing in a prompt manner of its decision regarding the protest and the appeal. UTA will not make an award prior to seven (7) calendar days after the decision of the Committee, unless the conditions C above are determined (in writing) to exist.
- g. If the matter is not resolved after the appeal, the protestor may continue the protest only by appeal to Judicial Authority but not to FTA. In accordance with FTA policy, FTA Circular 4220.1B Chapter V, a protestor must first protest to UTA and may appeal to FTA only where the protestor claims that UTA has failed to follow these written protest procedures. Any appeal to FTA alleging that UTA has failed to follow these procedures must be filed with FTA no later than five (5) Federal government working days after the second (final) decision is rendered by the appointed Protest Committee.
- h. If an Award of Contract is being protested, a protestor shall protest in writing to the CPO, or designee, as soon as practical, but not later than five (5) calendar days after the aggrieved person knew or should have known of the facts and circumstances upon which the protest is based. If the protest has been timely filed, the CPO, or designee, will promptly make a determination in writing regarding the validity of the protest and whether or not the procurement should be delayed, or the Award considered for revision.
- i. If the procurement is delayed, all respondents to the solicitation who have given their name and address to UTA will be notified of the delay. The CPO, or designee, will respond in writing to

each material issue raised in the protest in a timely manner prior to proceeding further with the procurement. If there is a revision to the awardee, UTA should pay the original contractor the contract close out costs including profit in an amount relevant to the portioned amount of the work performed and expenses incurred up to the time of cancellation. UTA should not proceed with the procurement prior to seven (7) calendar days after the decision is rendered by the CPO, or designee, unless the protestor waives in writing their right to appeal to the President of the Board.

- j. Should a protestor wish to appeal the decision of the CPO concerning any Award of Contract, a protestor shall follow the procedures as outlined above.

**8. Disputes:**

- a. Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided, by appeal in writing, by the Chief Procurement Officer (CPO) and a copy furnished to the Contractor.
- b. The Contractor may appeal dispute decisions within 30 days of receipt of its copy of the initial decision. Appeals must be in writing and addressed to the Chief Purchasing Officer at P.O. Box 30810, Salt Lake City, UT 84130. Appeals to disputes shall be processed in accordance with the procedures for appeals to protests (see "Protest Procedures"). The decision of the CPO shall be final and conclusive.
- c. The Contractor shall continue performance under the contract while matters in dispute are being resolved.

**9. Terminations:**

- a. **Termination for Convenience (General Provision)** UTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the UTA'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 UTA to be paid the Contractor. If the Contractor has any property in its possession belonging to UTA, the Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **Opportunity to Cure (General Provision)** UTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor seven (7) calendar 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. If Contractor fails to remedy to UTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the time specified after receipt by Contractor or written notice from UTA setting forth the nature of said breach or default, UTA 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 UTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- c. **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, UTA may terminate this contract for default. UTA 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 Recipient.

- d. **Waiver of Remedies for any Breach** In the event that UTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by UTA shall not limit UTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**10. Severability.**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law .

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ATTACHMENT 1

**SPECIFICATIONS**

The Contractor shall provide uniforms for the Utah Transit Authority Operators as set forth below and in accordance with the Terms and Conditions of the RFP.

**UNIFORMS:** The Contractor will provide new uniforms for all operators at 7 operating locations. Sizes will be determined by fitting each individual. Currently, there are approximately 950 employees qualified for this program; actual numbers will vary.

All uniforms for each individual will be consistent in sizing as determined at an initial fitting. Uniforms not sized the same will be returned to the contractor and replaced with the correct size within 24 hours at no additional cost. Fittings will be done with new uniforms and with the same brand & style being provided.

UTA will not be replacing existing uniforms. Operators will replace their uniforms on an as needed basis. Individual fittings will be scheduled by the individual with the contractor. Fittings will be made available at all times during the contractors operating hours or as otherwise agreed to with each division.

Scheduled group fitting times should be coordinated with each Division Manager or their designee. Fittings will be done at each operating location or at a location within close proximity of the division serviced (eg. Ogden operators will be fitted in Ogden).

Special order items will be identified at the time of order.

New employee's uniform and replacement uniforms will be provided using the same procedure as the initial fitting.

**CLOTHING ACCESSORIES:** Operators will also have the option to purchase clothing accessories under this contract. Offerors shall include pricing as indicated on the Bid Schedule. These items are optional to the operators.

**CATALOGS AND PRICING:** The contractor shall provide, as part of their offer, catalogs and/or data sheets showing pictures and descriptions of the clothing items and accessories being offered. Products must be easily identifiable between the catalog and the pricing on the Bid Schedule.

UTA may require samples of clothing items and/or accessories for evaluation. Contract award will be based on the data submitted and the samples submitted if required. UTA will identify, from the catalogs and/or data sheets submitted, the items that will be authorized under the contract. Only those items identified by UTA will be sold to UTA employees.

UTA is authorized State of Utah pricing.

**PURCHASING PROCEDURES:** All purchases will be made by the individual operator. Each operator maintains a MasterCard purchasing card (p-card) worth their full uniform allowance for a year's period. The operator must present their p-card in order to purchase against this contract.

If an individual should spend more than the amount on a card, the supplier will be responsible to collect the difference from the individual at the time of the sale.

UTA employees must show their UTA identification at the time of each purchase. Operators must have a p-card to purchase under this contract. UTA will not be liable for purchases made by individuals no longer employed by UTA and have turned in their identification to UTA prior to a purchase.

**UTA OPERATING LOCATIONS:**

<b>UTA BUSINESS UNIT AND ADDRESS</b>	<b>APPROXIMATE NUMBER OF OPERATORS</b>
MEADOWBROOK DIVISION 3600 S. 700 W. SALT LAKE CITY, UT 84119	395
RIVERSIDE DIVISION 3610 S. 900 W. SALT LAKE CITY, UT 84119	80
CENTRAL DIVISION 616 W. 200 S. SALT LAKE CITY, UT 84104	136
MT. OGDEN DIVISION 135 W. 17 <sup>TH</sup> STREET OGDEN, UT 84404	118
MT. TIMPANOGOS DIVISION 1110 S. GENEVA RD. OREM, UT 84058	105
LOVENDAHL CENTER 613 W. 6960 S. MIDVALE, UT 84047	63
WARM SPRINGS DIVISION 900 N 500 W SALT LAKE CITY, UT 84116	30

**MAIL ORDERS:** UTA will consider mail order programs as an option to, or supplement to, “store front” sources. Mail order companies must have local representation and the capability to provide fittings within a 24 hour period (1 work day).

Offerors must provide complete information on their program and, as their offer, must address, as a minimum, costs, order/delivery procedures, fitting procedures, product lead times and returns to be considered.

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## ATTACHMENT 1

## BID SCHEDULE

## BASIC CONTRACT PERIOD

JULY 1, 2009 THROUGH JUNE 30, 2013

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
1a	PANTS	BLACK/NAVY	POLY/COTTON BLEND CARGO PANTS (CARGO PLEATED 2677 MEN'S-8667 WOMEN'S. FLAT FRONT 2577 MEN'S- 8567 WOMEN'S)	EDWARDS, PROPPER EMT STYLE #12911	
1b	PANTS	BLACK/NAVY	POLY/RAYON/LYCRA BLEND CARGO PANT	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1c	PANTS	BLACK/NAVY	100% POLYESTER REGULAR POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1d	PANTS	BLACK/NAVY	100% POLYESTER WESTERN CUT POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1e	PANTS	BLACK/NAVY	70% POLY/28% RAYON/2% LYCRA REG POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
2a	SHIRT	RED, WHITE & ROYAL BLUE	DRESS SHIRT COTTON/POLY BLEND LONG SLEEVE W/CHEST POCKET	EDWARDS, PORT AUTHORITY 508,608	

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
2b	SHIRT	RED, WHITE & ROYAL BLUE	DRESS SHIRT COTTON/POLY BLEND SHORT SLEEVE W/CHEST POCKET	EDWARDS, PORT AUTHORITY 508,608	
3	POLO SHIRT	RED, WHITE & ROYAL BLUE	COTTON/POLY BLEND SUMMER OPTION ONLY (APRIL 1 THRU SEPT 30)	EDWARDS, PORT AUTHORITY K500	
4	BELT	BLACK/NAVY	SILVER OR GOLD BUCKLE; PLAIN LEATHER OR BASKET WEAVE		
5a	SHOES	BLACK	POLISHABLE OR SYNTHETIC LEATHER. NON-SLIP SHOES & HEELS no sandals, clogs or backless shoes!		
5b	BOOTS	BLACK	POLISHABLE OR SYNTHETIC LEATHER (*Nylon optional for tactical-style boots)		
6a	SOCKS	BLACK/NAVY	CREW		
6b	SOCKS	BLACK/NAVY	OVER-THE-CALF		
6c	SOCKS	BLACK/NAVY	WHITE TOE/BLACK TOP		
7	SHOULDER PATCH		STANDARD SEWN ON, OR OPTIONAL EMBROIDERED ON SLEEVE WITH UTAH TRANSIT AUTHORITY SPELLED OUT. UTA LOGO OVER LEFT POCKET		
8	TIE	RED, WHITE OR BLUE	WV00, WV50 CROSS TIE OR NECK TIE OR PLAIN		
9a	AMERICAN FLAG PATCH				

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
9b	COUNTER	SLIVER/BLACK	HAND COUNTER		
9c	FLASHLIGHT	BLACK/SILVER	STREAM LIGHT MINI/ONE PER YEAR MINI MAG OR EQUIVELANT	LU STR-71500 NEBO 4-1/2" LED	
9d	FLASHLIGHT HOLDER	BLACK	BIA 7311-18456 COMPACT	NEBO FLASH LIGHT HOLDER W/BELT CLIP 5089	
9e	HAT	BLACK	"OLD STYLE" CONDUCTOR HAT		
10	COAT	NAVY, BLACK OR ROYAL BLUE	TUNDRA PARKA. OUTER/NYLON, INNER/100%POLYESTER FLEECE	HARTWELL STYLE 7780	
11a	SWEATER	RED, WHITE, NAVY OR ROYAL BLUE	CARDIGAN WITH ZIPPER WITH UTA LOGO ON CHEST		
11b	SWEATER	RED, WHITE, NAVY OR ROYAL BLUE	CARDIGAN WITH BUTTONS WITH UTA LOGO ON CHEST		
11c	SWEATER	RED, WHITE, NAVY OR ROYAL BLUE	PULLOVER WITH SLEEVES WITH UTA LOGO ON CHEST 565. KNIT PULLOVER WITHOUT SLEEVES WITH UTA LOGO ON CHEST 561.	FLYING CROSS, ELBEKO, ANDREW ROHAN	
12a	VEST	RED, WHITE, NAVY OR ROYAL BLUE	NYLON/FLEECE WITH UTA LOGO ON CHEST		
12b	VEST	RED, WHITE, NAVY OR ROYAL BLUE	FLEECE WITH UTA LOGO ON CHEST		



OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
13	TURTLENECK	RED, WHITE, NAVY OR ROYAL BLUE	TURTLENECK - WITH UTA LOGO ON COLLAR	PORT AUTHORITY	
13b	MOCK TURTLENECK	RED, WHITE, NAVY OR ROYAL BLUE	MOCK TURTLENECK - WITH UTA LOGO ON COLLAR	PORT AUTHORITY	
14	WINDBREAKER	NAVY BLUE	LIGHTWEIGHT, LONG-SLEEVE WITH UTA LOGO EMBROIDERED ON LEFT CHEST	SPORT TEK	
15	DRIVING GLOVES	BLACK	FINGERLESS OR WITH FINGERS, calf skin unlined or lycra blend	HATCH EC1000	
16a	PUNCH HOLDER	BLACK	STANDARD LEATHER HORIZONTAL	LEATHERMAN 5860	
16b	PUNCH HOLDER	BLACK	LEATHER BASKET WEAVE	LEATHERMAN OR STREAMLIGHT	
16c	PUNCH HOLDER	BLACK	NYLON	LEATHERMAN OR STREAMLIGHT	

**Oversize and alteration fees:** Offerors must provide costs for oversize items and alteration fees etc. UTA operators or UTA will not be responsible for or pay for any costs, charges or fees not included or identified in this offer.

PRODUCT/SERVICES	DESCRIPTION	COSTS	LEAD TIME

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## ATTACHMENT 2

## BID SCHEDULE

## FIRST OPTION YEAR

JULY 1, 2013 THROUGH JUNE 30, 2014

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
1a	PANTS	BLACK/NAVY	POLY/COTTON BLEND CARGO PANTS (CARGO PLEATED 2677 MEN'S-8667 WOMEN'S. FLAT FRONT 2577 MEN'S- 8567 WOMEN'S)	EDWARDS, PROPPER EMT STYLE #12911	
1b	PANTS	BLACK/NAVY	POLY/RAYON/LYCRA BLEND CARGO PANT	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1c	PANTS	BLACK/NAVY	100% POLYESTER REGULAR POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1d	PANTS	BLACK/NAVY	100% POLYESTER WESTERN CUT POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1e	PANTS	BLACK/NAVY	70% POLY/28% RAYON/2% LYCRA REG POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
2a	SHIRT	RED, WHITE & ROYAL BLUE	DRESS SHIRT COTTON/POLY BLEND LONG SLEEVE W/CHEST POCKET	EDWARDS, PORT AUTHORITY 508,608	

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
2b	SHIRT	RED, WHITE & ROYAL BLUE	DRESS SHIRT COTTON/POLY BLEND SHORT SLEEVE W/CHEST POCKET	EDWARDS, PORT AUTHORITY 508,608	
3	POLO SHIRT	RED, WHITE & ROYAL BLUE	COTTON/POLY BLEND SUMMER OPTION ONLY (APRIL 1 THRU SEPT 30)	EDWARDS, PORT AUTHORITY K500	
4	BELT	BLACK/NAVY	SILVER OR GOLD BUCKLE; PLAIN LEATHER OR BASKET WEAVE		
5a	SHOES	BLACK	POLISHABLE OR SYNTHETIC LEATHER. NON-SLIP SHOES & HEELS no sandals, clogs or backless shoes!		
5b	BOOTS	BLACK	POLISHABLE OR SYNTHETIC LEATHER (*Nylon optional for tactical-style boots)		
6a	SOCKS	BLACK/NAVY	CREW		
6b	SOCKS	BLACK/NAVY	OVER-THE-CALF		
6c	SOCKS	BLACK/NAVY	WHITE TOE/BLACK TOP		
7	SHOULDER PATCH		STANDARD SEWN ON, OR OPTIONAL EMBROIDERED ON SLEEVE WITH UTAH TRANSIT AUTHORITY SPELLED OUT. UTA LOGO OVER LEFT POCKET		
8	TIE	RED, WHITE OR BLUE	WV00, WV50 CROSS TIE OR NECK TIE OR PLAIN		
9a	AMERICAN FLAG PATCH				

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
9b	COUNTER	SLIVER/BLACK	HAND COUNTER		
9c	FLASHLIGHT	BLACK/SILVER	STREAM LIGHT MINI/ONE PER YEAR MINI MAG OR EQUIVELANT	LU STR-71500 NEBO 4-1/2" LED	
9d	FLASHLIGHT HOLDER	BLACK	BIA 7311-18456 COMPACT	NEBO FLASH LIGHT HOLDER W/BELT CLIP 5089	
9e	HAT	BLACK	"OLD STYLE" CONDUCTOR HAT		
10	COAT	NAVY, BLACK OR ROYAL BLUE	TUNDRA PARKA. OUTER/NYLON, INNER/100%POLYESTER FLEECE	HARTWELL STYLE 7780	
11a	SWEATER	RED, WHITE, NAVY OR ROYAL BLUE	CARDIGAN WITH ZIPPER WITH UTA LOGO ON CHEST	FLYING CROSS, ELBECO, ANDREW BOHAN	
11b	SWEATER	RED, WHITE, NAVY OR ROYAL BLUE	CARDIGAN WITH BUTTONS WITH UTA LOGO ON CHEST	FLYING CROSS, ELBECO, ANDREW BOHAN	
11c	SWEATER	RED, WHITE, NAVY OR ROYAL BLUE	PULLOVER WITH SLEEVES WITH UTA LOGO ON CHEST 565. KNIT PULLOVER WITHOUT SLEEVES WITH UTA LOGO ON CHEST 561.	FLYING CROSS, ELBECO, ANDREW ROHAN	
12a	VEST	RED, WHITE, NAVY OR ROYAL BLUE	NYLON/FLEECE WITH UTA LOGO ON CHEST		
12b	VEST	RED, WHITE, NAVY OR ROYAL BLUE	FLEECE WITH UTA LOGO ON CHEST		

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
13	TURTLENECK	RED, WHITE, NAVY OR ROYAL BLUE	TURTLENECK - WITH UTA LOGO ON COLLAR	PORT AUTHORITY	
13b	MOCK TURTLENECK	RED, WHITE, NAVY OR ROYAL BLUE	MOCK TURTLENECK - WITH UTA LOGO ON COLLAR	PORT AUTHORITY	
14	WINDBREAKER	NAVY BLUE	LIGHTWEIGHT, LONG-SLEEVE WITH UTA LOGO EMBROIDERED ON LEFT CHEST	SPORT TEK	
15	DRIVING GLOVES	BLACK	FINGERLESS OR WITH FINGERS, calf skin unlined or lycra blend	HATCH EC1000	
16a	PUNCH HOLDER	BLACK	STANDARD LEATHER HORIZONTAL	LEATHERMAN 5860	
16b	PUNCH HOLDER	BLACK	LEATHER BASKET WEAVE	LEATHERMAN OR STREAMLIGHT	
16c	PUNCH HOLDER	BLACK	NYLON	LEATHERMAN OR STREAMLIGHT	

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PRODUCT/SERVICES	DESCRIPTION	COSTS	LEAD TIME

29-212

## ATTACHMENT 3

## BID SCHEDULE

## SECOND OPTION YEAR

JULY 1, 2014 THROUGH JUNE 30, 2015

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
1a	PANTS	BLACK/NAVY	POLY/COTTON BLEND CARGO PANTS (CARGO PLEATED 2677 MEN'S-8667 WOMEN'S. FLAT FRONT 2577 MEN'S- 8567 WOMEN'S)	EDWARDS, PROPPER EMT STYLE #12911	
1b	PANTS	BLACK/NAVY	POLY/RAYON/LYCRA BLEND CARGO PANT	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1c	PANTS	BLACK/NAVY	100% POLYESTER REGULAR POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1d	PANTS	BLACK/NAVY	100% POLYESTER WESTERN CUT POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
1e	PANTS	BLACK/NAVY	70% POLY/28% RAYON/2% LYCRA REG POCKET	HORACE SMALL, FECHHEIMER, FLYING CROSS, OR ELBECO	
2a	SHIRT	RED, WHITE & ROYAL BLUE	DRESS SHIRT COTTON/POLY BLEND LONG SLEEVE W/CHEST POCKET	EDWARDS, PORT AUTHORITY 508,608	



OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
2b	SHIRT	RED, WHITE & ROYAL BLUE	DRESS SHIRT COTTON/POLY BLEND SHORT SLEEVE W/CHEST POCKET	EDWARDS, PORT AUTHORITY 508,608	
3	POLO SHIRT	RED, WHITE & ROYAL BLUE	COTTON/POLY BLEND SUMMER OPTION ONLY (APRIL 1 THRU SEPT 30)	PORT AUTHORITY K500	
4	BELT	BLACK/NAVY	SILVER OR GOLD BUCKLE; PLAIN LEATHER OR BASKET WEAVE		
5a	SHOES	BLACK	POLISHABLE OR SYNTHETIC LEATHER. NON-SLIP SHOES & HEELS no sandals, clogs or backless shoes!		
5b	BOOTS	BLACK	POLISHABLE OR SYNTHETIC LEATHER (*Nylon optional for tactical-style boots)		
6a	SOCKS	BLACK/NAVY	CREW		
6b	SOCKS	BLACK/NAVY	OVER-THE-CALF		
6c	SOCKS	BLACK/NAVY	WHITE TOE/BLACK TOP		
7	SHOULDER PATCH		STANDARD SEWN ON, OR OPTIONAL EMBROIDERED ON SLEEVE WITH UTAH TRANSIT AUTHORITY SPELLED OUT. UTA LOGO OVER LEFT POCKET		
8	TIE	RED, WHITE OR BLUE	WV00, WV50 CROSS TIE OR NECK TIE OR PLAIN		
9a	AMERICAN FLAG PATCH				

OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
ITEM	ITEM NAME	COLOR	DESCRIPTION	PREFERRED BRAND	PRICE
9b	COUNTER	SLIVER/BLACK	HAND COUNTER		
9c	FLASHLIGHT	BLACK/SILVER	STREAM LIGHT MINI/ONE PER YEAR MINI MAG OR EQUIVELANT	LU STR-71500 NEBO 4-1/2" LED	
9d	FLASHLIGHT HOLDER	BLACK	BIA 7311-18456 COMPACT	NEBO FLASH LIGHT HOLDER W/BELT CLIP 5089	
9e	HAT	BLACK	"OLD STYLE" CONDUCTOR HAT		
10	COAT	NAVY, BLACK OR ROYAL BLUE	TUNDRA PARKA. OUTER/NYLON, INNER/100%POLYESTER FLEECE	HARTWELL STYLE 7780	
11a	SWEATER	RED, WHITE, NAVY OR ROYAL BLUE	CARDIGAN WITH ZIPPER WITH UTA LOGO ON CHEST	FLYING CROSS, ELBECO, ANDREW BOHAN	
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12a	VEST	RED, WHITE, NAVY OR ROYAL BLUE	NYLON/FLEECE WITH UTA LOGO ON CHEST		
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OPERATOR UNIFORMS (BUS, TRAX, FRONT RUNNER)					
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14	WINDBREAKER	NAVY BLUE	LIGHTWEIGHT, LONG-SLEEVE WITH UTA LOGO EMBROIDERED ON LEFT CHEST	SPORT TEK	
15	DRIVING GLOVES	BLACK	FINGERLESS OR WITH FINGERS, calf skin unlined or lycra blend	HATCH EC1000	
16a	PUNCH HOLDER	BLACK	STANDARD LEATHER HORIZONTAL	LEATHERMAN 5860	
16b	PUNCH HOLDER	BLACK	LEATHER BASKET WEAVE	LEATHERMAN OR STREAMLIGHT	
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PRODUCT/SERVICES	DESCRIPTION	COSTS	LEAD TIME