



COVER PAGE

Bid Proposal # 2473

ANNUAL WORK UNIFORMS

Sealed bids and electronic submitted bids for the above will be received until **10:00 AM CST, Tuesday, May 14, 2024** and publicly opened in the City of Alexandria Council Chambers or Council Committee Room.

Please file bid by one of the following means:

Hand-Delivered or Express Delivery:

Attention: Donna Jones, City Clerk
City of Alexandria - City Hall
915 Third Street, First Floor
Alexandria, LA 71301
Phone: 318-449-5090

Mailed via USPS:

Attention: Donna Jones, City Clerk
City of Alexandria - City Hall
PO Box 71
Alexandria, LA 71309-0071

Electronic Bid Submission: Central Bidding

Pursuant to Louisiana R.S. 38:2212 B.(6)(a) through E. (1-7) and R.S. 38:2212.1 B.(4)(a), vendors/contractors have the option to submit their bids and bid bonds electronically. Bids and bonds to be filed electronically shall be posted with **Central Bidding** at www.centrauctionhouse.com (phone 1-225-810-4814). Registration will need to be completed prior to posting of bid.

Complete bid specifications are available for viewing and downloading at the City of Alexandria's website www.cityofalexandriala.com ; on the left hand side of the opening page, go to the heading "*Business*" then drop down to "*RFP/RFQ/Bids*"; the current bids will be listed for your convenience.

City of Alexandria Buyer Name:	Casey Barnes
Phone Number:	(318) 441-6162
Fax Number:	(318) 619-3415
E-Mail Address:	casey.barnes@cityofalex.com



Wilma Kelly
Purchasing Manager

City of Alexandria
Purchasing Department
P.O. Box 71
Alexandria, Louisiana
71309-0071



Office: (318) 441-6180
Fax: (318) 441-6185

Sealed bids will be received until **10:00 AM, Tuesday, May 14, 2024**, and publicly opened in the Council Chambers or Council Committee Room.

City of Alexandria Bid #**2473**
Page: 1 of 84
Date Specifications Prepared: March 27, 2024

Bid Bond Requirements: A bid bond or check for N/A% of the total amount of bid.

Performance Bond Requirements: In the event bid is accepted, a performance bond shall be required in the amount of N/A%.

Please file bid with the following:

Donna Jones, City Clerk
City of Alexandria - City Hall
915 Third Street
P.O. Box 71
Alexandria, LA 71309-0071
Phone: 318-449-5090

INTRODUCTION

ANNUAL WORK UNIFORMS

It is the intent of the City of Alexandria to secure pricing for **Annual Work Uniforms**, for use by the various City of Alexandria Departments. This bid will be for the “purchase” of work uniforms, no rental or leasing prices will be accepted. All uniform items bid shall be new and un-used only. Orders shall be for individual items on an “as needed” basis. No purchase quantities are given or guaranteed. **All bid prices shall include any and all freight charges.**

Bid prices shall remain in effect for a period of twelve (12) months from date of award. Contingent upon the availability of funds and the ability of the successful bidder to honor the bid prices, the City reserves the right to renew the existing contract for an additional twelve (12) month period.

Completed bid packet shall be returned as issued by the City of Alexandria with ALL PAGES intact and all specification response columns filled in. Incomplete columns or missing pages, including addendum pages (if applicable), may result in the bidder's entire bid being rejected. ***BIDS RECEIVED WITHOUT A SIGNATURE ON ALL REQUIRES DOCUMENTS WILL BE REJECTED.***

Note: Questions and/or request for clarification of bid specifications are to be in written form only, either mailed or faxed to Casey Barnes, City of Alexandria Purchasing Dept., P.O. Box 71, Alexandria, LA 71309-0071; Fax 318-619-3415 or emailed to: casey.barnes@cityofalex.com. All questions must be received by close of business on **THURSDAY, APRIL 25, 2024 @ 4:00 PM CST.**

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38:2212 B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
4. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.
8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950, R.S. 39:1701 et seq.
9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

General Conditions for Bidders - Please Read Carefully (Continued)

12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.
14. Cash discounts may be accepted, but SHALL NOT be considered in making award.
15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.
17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
18. The City of Alexandria is exempt from all sales taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.
19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.
20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
 - (a) By mutual agreement and consent of each party upon thirty (30) days written notice to the other party;
 - (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
 - (c) By satisfactory completion of all services and obligations described in the contract.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

General Conditions for Bidders - Please Read Carefully (Continued)

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).

22. All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B.(5)(a)(b)(c), which states:

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

General Conditions for Bidders - Please Read Carefully (Continued)

23. In-State preferences shall not apply to procurements involving federal funds.

24. Pursuant to LA R.S. 38:2212 O.(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Alexandria's website (www.cityofalexandria.com) and posted on Central Bidding's website (www.centralauctionhouse.com) if applicable.

25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the Master Agreement, to include all applicable federal clauses.

a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at www.sam.gov/portal/sam, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.

26. Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. Inquiries about the *AFEAT* Program should be directed to the Division of Finance. As a part of its RFP response, each Bidder **shall** submit documentation of its bona fide effort to secure subcontractors that meet the City's *AFEAT* goals. Each bidder **shall** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

Alexandria Fairness, Equality, Accessibility and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. *Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- B. *Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- C. *Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.*
- D. *Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.*
- E. *Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.*

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org . Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

As a part of its RFP response, each Bidder ***shall*** submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder ***shall*** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

**(This matrix does not apply to micro-purchases,¹ except that Davis Bacon requirements apply to all federal construction contracts over \$2,000)
Last revised: September 22, 2022**

This Matrix is not meant to be all inclusive. Please review the specific funding source, as well as all clauses for applicability to the type of contract and flow down requirements.

	CLAUSE	TYPE OF PROCUREMENT				
		<i>Professional Services/A&E</i>	<i>Operations/ Management/ Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials & Supplies</i>
1.	<u>No Federal government obligations to third parties by use of a disclaimer</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
2.	<u>Program fraud and false or fraudulent statements and related acts</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
3.	<u>Access to Records</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
4.	<u>Federal changes</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>

¹ Currently set at \$10,000. 2 CFR § 200.320.

* Per 41 CFR Part 60- 1.3, *Construction work* means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Material & Supplies
5.	<u>Civil Rights (EEO, Title VI & ADA)</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
6.	<u>Incorporation of FTA Terms</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
7.	<u>Energy Conservation</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
8.	<u>Termination Provisions (not required of states)</u>	<i>>\$10,000</i>	<i>>\$10,000</i>	<i>>\$10,000</i>	<i>>\$10,000</i>	<i>>\$10,000</i>
9.	<u>Debarment and Suspension</u>	<i>>\$25,000</i>	<i>>\$25,000</i>	<i>>\$25,000</i>	<i>>\$25,000</i>	<i>>\$25,000</i>
10.	<u>Buy America</u>			<i>>\$150,000</i>	<i>>\$150,000</i>	<i>>\$150,000 (for steel, iron, manufactured products)</i>
11.	<u>Provisions for resolution of disputes, breaches, or other litigation</u>	<i>>\$150,000 (see Note)</i>	<i>>\$150,000 (see Note)</i>	<i>>\$150,000 (see Note)</i>	<i>>\$150,000 (see Note)</i>	<i>>\$150,000 (see Note)</i>
12.	<u>Lobbying</u>	<i>>\$100,000</i>	<i>>\$100,000</i>	<i>>\$100,000</i>	<i>>\$100,000</i>	<i>>\$100,000</i>
13.	<u>Clean Air</u>	<i>>\$150,000</i>	<i>>\$150,000</i>	<i>>\$150,000</i>	<i>>\$150,000</i>	<i>>\$150,000</i>
14.	<u>Clean Water</u>	<i>>\$150,000</i>	<i>>\$1,000</i>	<i>>\$150,000</i>	<i>>\$150,000</i>	<i>>\$150,000</i>

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

	CLAUSE	TYPE OF PROCUREMENT				
		<i>Professional Services/A&E</i>	<i>Operations/ Management/ Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials & Supplies</i>
15.	<u>Cargo Preference</u>			<i>Involving property that may be transported by ocean vessel</i>	<i>Involving property that may be transported by ocean vessel</i>	<i>Involving property that may be transported by ocean vessel</i>
16.	<u>Fly America</u>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>	<i>Involving foreign transport or travel by air</i>
17.	<u>Davis Bacon Act and Copeland Anti-Kickback Act</u>				<i>Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, >\$2,000 (including ferry vessels)</i>	
18.	<u>Contract Work Hours & Safety Standards Act</u>		<i>Contracts >\$100,000 that involve the employment of mechanics or laborers</i>	<i>Contracts >\$100,000 that involve the employment of mechanics or laborers</i>	<i>Contracts >\$100,000 that involve the</i>	

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

	CLAUSE	TYPE OF PROCUREMENT				
		<i>Professional Services/A&E</i>	<i>Operations/ Management/ Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials & Supplies</i>
19.	<u>Bonding</u>				>\$250,000 (including ferry vessels) or as determined by the Authority and the federal awarding agency.	
20.	<u>Seismic Safety</u>	<i>A&E for new buildings & additions</i>			<i>New buildings & additions</i>	
21.	<u>Public Transportation Employee Protective Arrangements</u>		<i>FTA programs involving public transportation operations funded with 5307-5312, and 5316</i>			
22.	<u>Charter Service Operations</u>		<i>All transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds</i>			

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
23.	<u>School Bus Operations</u>		<i>All transit operations contracts</i>			
24.	<u>Drug and Alcohol Testing</u>		<i>All transit operations contracts</i>			
25.	<u>Patent and Rights in Data</u>	<i>Research & development</i>				
26.	<u>Special DOL EEO clause for construction projects</u>				>\$10,000	
27.	<u>Disadvantaged Business Enterprises (DBEs)</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
28.	<u>Recycled Products (Solid Wastes)</u>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>		<i>Contracts for items designated by EPA, when procuring \$10,000 or more per year</i>	<i>Contracts for items designated by EPA, when procuring \$10,000 or more per</i>

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
29.	<u>ADA Access</u>	<i>A&E</i>	<i>All</i>	<i>All</i>	<i>All</i>	
30.	<u>Veterans Preference</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
31.	<u>Motor Carrier Safety</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
32.	<u>Safe Operation of Motor Vehicles</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
33.	<u>Protection of Sensitive and Personally Identifiable Information</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
34.	<u>Trafficking in Persons</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
35.	<u>Tax Liability and Recent Felony Convictions</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
36.	<u>Construction Site Safety</u>				<i>All</i>	
37.	<u>Domestic Preferences for Procurements</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
38.	<u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>
39.	<u>Bus Testing</u>			<i>All, except minivans</i>		

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

	CLAUSE	TYPE OF PROCUREMENT				
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies
40.	<u>Pre-Award and Post-Delivery Audit Requirements</u>			<i>All</i>		
41.	<u>FTA Clauses Required when DBE threshold has been met</u>	<i>If DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>
42.	Representation Regarding Certain Telecommunication and Video Surveillance Services or Equipment					

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements. The following terms and conditions are applicable to this ITB and any contract resulting from this solicitation. These provisions supersede and take precedence over any other clause or provision contained within this ITB which may be in conflict therewith.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

These requirements do not apply to micro-purchases (\$10,000 or less), except that Davis- Bacon requirements apply to contracts over \$2,000.

No Federal Government Obligation to Third Parties:

Authority - FTA Master Agreement FY2020 at Section 3(l)

Applicability - all contracts

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

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

Program Fraud and False or Fraudulent Statements and Related Acts:

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 C.F.R. part 31, FTA Master Agreement at Section 39(b)(2).

Applicability- All Contracts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the

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Program Fraud and False or Fraudulent Statements and Related Acts: (Continued)

Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier. “Knowledge,” as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, “promptly” means to refer information without delay and without change.

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

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements.

Access to Records and Reports:

Authority - 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333 and 49 C.F.R. part 633, 49 CFR part 625, 49 CFR part 630, FTA Master Agreement FY2020 at Sections 8(c)(1) and 20.

Applicability – all contracts

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

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Access to Records and Reports: (Continued)

- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- e. Contractor agrees to comply with FTA regulations, “Transit Asset Management; National Transit Database,” 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

Civil Rights (Title VI, EEO, ADA):

Authority – Appendix II to Part 200, FTA Master Agreement FY2020 at Section 12(b)-(d), FTA Best Procurement Practices Manual

Applicability - all contracts

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

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

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Civil Rights (Title VI, EEO, ADA): (Continued)

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

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Civil Rights (Title VI, EEO, ADA): (Continued)

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

Incorporation of Federal Transit Administration (FTA) Terms:

Authority – FTA Master Agreement (25) at Section 3(i)(5)

Applicability - all contracts

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, 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 State requests, which would cause the State to be in violation of the FTA terms and conditions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

Energy Conservation:

Authority - 42 U.S.C. 6321 et seq. and 49 C.F.R. part 622, subpart C

Applicability - all contracts

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

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Termination Provisions:

Authority - 2 C.F.R. § 200.339 and 2 C.F.R. part 200, Appendix II (B), FTA Master Agreement at Section 16(d)(2)

Applicability – all contracts

For all contracts in excess of \$10,000, termination provisions are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-federal entity and includes the manner by which it will be effected and the basis for settlement.

Flow Down Requirements – none.

Government-Wide Debarment and Suspension:

Authority - 2 C.F.R. part 180, 2 C.F.R. § 180.300, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement FY2020 at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over \$25,000

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

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

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Government-Wide Debarment and Suspension: (Continued)

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

The certification in this clause is a material representation of fact relied upon by the City of Alexandria. If it is later determined by the City of Alexandria that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the City of Alexandria, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Buy America Requirements:

Authority - 49 U.S.C. 5323(j) and 49 C.F.R. part 661 (49 C.F.R. § 661.13(b) and 49 C.F.R. § 661.6), FTA Master Agreement FY2020 at Sections 3(h) and 16(d)(1), FTA Best Procurement Practices Manual

Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000. Work orders and small purchases of less than one hundred fifty thousand dollars (\$150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The Bidder must submit to City of Alexandria the appropriate Buy America certification below with its Bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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Buy America Requirements: (Continued)

The City of Alexandria presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The City of Alexandria reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

In addition to the aforementioned Buy America Requirements, the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58 that includes the Build America, Buy America Act (“the Act”) Pub. L. No. 117-58, §§ 70901-58, specifically §70914 of the Act, requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufacturer products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufacturer product that are mined, produced or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established in applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (IIJA §70912(2) and (6)(B)(ii)).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Buy America Requirements: (Continued)

Definitions

“Construction materials” include an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Flow Down Requirements - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

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Provisions for resolution of disputes, breaches, or other litigation:

Authority – FTA Master Agreement FY2020 at Section 39(b)(1)-(2).

Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

Lobbying Restrictions:

Authority - 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (I) and 49 C.F.R. part 20, appendix A, FTA Master Agreement FY2020 at Section 4(c)

Applicability - All contracts over \$100,000

A. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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Lobbying Restrictions: (Continued)

B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Federal Changes:

Authority – FTA Master Agreement (25) at Section 9(c)(1)

Applicability – all contracts

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

Clean Air:

Authority - 42 U.S.C. 7401–7671q and FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over \$150,000 at every tier.

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Clean Water:

Authority - 33 U.S.C. 1251–1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over \$150,000 at every tier.

Cargo Preference - Use of United States-Flag Vessels:

Authority - 46 U.S.C. § 55305 and 46 C.F.R. part 381.7, FTA Master Agreement FY2020 at Section 15(b), FTA C 4220.1F at Appendix D

Applicability - Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

Contractor shall: (a) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (b) furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill- of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Flow Down Requirements - The Cargo Preference requirements flow down to all subcontracts involved with the transport of equipment, material, or commodities by ocean vessel.

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Fly America:

Authority - 49 U.S.C. § 40118, 41 C.F.R. part 301-10 and 48 C.F.R. part 47.4, FTA Master Agreement FY2020 at Section 15(c), FTA C 4220.1F at Appendix D

Applicability - All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

a) Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

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Fly America: (Continued)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Flow Down Requirements - The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Davis-Bacon and Copeland Anti-Kickback Acts:

Authority – Appendix II to Part 200, 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 18 U.S.C. § 874, and 29 C.F.R. part 5 (29 C.F.R. § 5.5), 29 C.F.R. § 3.1 and 3.11, 18 U.S.C. § 874, 40 U.S.C. § 3145, FTA Master Agreement FY2020 at Section 16(d)(4), FTA C 4220.1F at Appendix D

Applicability - Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000.

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Davis-Bacon and Copeland Anti-Kickback Acts: (Continued)

Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Flow Down Requirements - These requirements extend to all third party contractors and their subcontracts at every tier and subrecipients and their subcontracts at every tier.

Contract Work Hours and Safety Standards Act:

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 C.F.R. part 1926, FTA Master Agreement FY2020 at Section 16(d)(5), FTA C 4220.1F at Appendix D

Applicability - Contracts over \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

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

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FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Contract Work Hours and Safety Standards Act: (Continued)

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

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

Contract Work Hours and Safety Standards for Awards Not Involving Construction

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

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

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

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

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

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Bonding:

Authority - 2 CFR 200.325, FTA Master Agreement FY2020 at Section 16(n), FTA C 4220.1F at Appendix D

Applicability – For all FTA Funded construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$250,000), the federal awarding agency may accept the bonding policy and requirements of XXX if the federal awarding agency has made a determination that the federal interest is adequately protected.

As per **Section I Bonds & Insurance**, in this solicitation package, a Bid Security in the amount of five percent (5%) of the total Bid price is required. The Contract, if awarded, shall require a Performance Bond and Payment Bond equal to 100% of the contract price from the awarded Contractor. Specific bonding and insurance requirements are set forth in the Solicitation package. Insurance shall be written by an insurer who holds a current Certificate of Authority pursuant to Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of “A” or better.

Seismic Safety

Authority - 42 U.S.C. 7701 et seq., 49 C.F.R. § 41.117 and Executive Order (E.O.) 12699, FTA C 4220.1F at Appendix D

Applicability – Design and construction of new buildings and additions to existing buildings.

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Flow Down Requirements - The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

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Public Transportation Employee Protective Arrangements.

Authority - 49 U.S.C. § 5333(b) (“13(c)”) and 29 C.F.R. part 215, FTA Master Agreement FY2020 at Section 24(d)

Applicability - Each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

Charter Service Operations:

Authority - 49 U.S.C. 5323(d) and (r) and 49 C.F.R. part 604, FTA Master Agreement FY2020 at Section 28

Applicability – all transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

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FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Charter Service Operations: (Continued)

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

Flow Down Requirements - The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

School Bus Operations:

Authority - 49 U.S.C. 5323(f) and 49 C.F.R. part 605, FTA Master Agreement FY2020 at Section 29

Applicability - Contracts for operating public transportation service.

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Flow Down Requirements - The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

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Drug and Alcohol Testing - Substance Abuse Requirements:

Authority - 49 U.S.C. § 5331, 49 C.F.R. part 655 and 49 C.F.R. part 40.11(c), FTA Master Agreement FY2020 at Section 35, FTA C 4220.1F at Appendix D

Applicability – all transit operations contracts

Third party contractors who perform safety-sensitive functions must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- 5) Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs.”

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (A) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,
- (B) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

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FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Drug and Alcohol Testing - Substance Abuse Requirements: (Continued)

The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

- (A) A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.
- (B) An education and training program which meets the requirements of §655.14.
- (C) A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.
- (D) Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

Flow Down Requirements -The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the City of Alexandria.

Patent and Rights in Data:

Authority - 2 C.F.R. part 200, Appendix II (F) and 37 C.F.R. §401.3, FTA Master Agreement FY2020 at Sections 17 and 18, FTA C 4220.1F at Appendix D

Applicability - Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$3,500). If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient

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Patent and Rights in Data: (Continued)

or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government,

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Patent and Rights in Data: (Continued)

its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

7. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Flow Down Requirements - The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

Special Department of Labor (DOL) EEO clause for Construction Projects:

Authority - Executive Order 11246, 41 CFR § 60-1.4(b), FTA Master Agreement FY2020 at Section 12(d), FTA C 4220.1F at Appendix D

Applicability – Federal or federally assisted construction contracts and subcontracts in excess of \$10,000.

Additional Equal Opportunity Clauses for Construction Contracts.

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of \$10,000.

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Special Department of Labor (DOL) EEO clause for Construction Projects: (Continued)

Equal Opportunity Clause

(full language follows):

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Special Department of Labor (DOL) EEO clause for Construction Projects:(Continued)

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Flow Down Requirements - The Special Department of Labor (DOL) EEO clause for Construction Projects requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

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FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Disadvantaged Business Enterprises (DBEs):

Authority - 49 C.F.R. part 26, 49 C.F.R. § 26.13(b), FTA Master Agreement FY2020 at Section 12(e)(4)(ii), FTA C 4220.1F at Appendix D

Applicability - all contracts

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C.§101.

The contractor 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 this FTA-assisted contract. 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 City of Alexandria deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Flow Down Requirements - The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. Note that it is the City of Alexandria and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the City of Alexandria to make sure it intervenes to monitor compliance. The onus for compliance is on the City of Alexandria.

Recycled Products (Solid Wastes):

Authority - 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.323, FTA Best Procurement Practices Manual, FTA C 4220.1F at Appendix D

Applicability –All contracts over \$10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

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FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Recycled Products (Solid Wastes): (Continued)

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA- designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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

Flow Down Requirements - These requirements flow down to all applicable subcontracts at all tiers.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

ADA Access:

Authority – 49 U.S.C. § 5301, 29U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement FY 2020 at Section 12(h), FTA C 4220.1F at Appendix D-3.

Applicability – all contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

Flow Down Requirements - This section applies to subcontractors at all tiers.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Veterans Preference:

Authority – 49 USC § 5325(k), FTA Master Agreement FY 2020 at Section 16(u)

Applicability – all contracts

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

Motor Carrier Safety:

Authority - FTA Master Agreement, FY2020 Section 33

Applicability - all contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- (3) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
- (4) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Safe Operation of Motor Vehicles:

Authority - FTA Master Agreement, FY2020 Section 34(a)(2) and (b)(iii)

Applicability - all contracts

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City of Alexandria. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

Protection of Sensitive and Personally Identifiable Information:

Authority - FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules

Applicability - all contracts

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Trafficking in Persons:

Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); FTA Master Agreement FY 2020 at Section 4(f)

Applicability - all contracts

Contractor agrees that it and its employees that participate in the Contract, may not: Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, Procure a commercial sex act during the period of time that the Contract is in effect, or Use forced labor in the performance of the Contract or subagreements thereunder. Violation of this provision provides City of Alexandria the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

Federal Tax Liability and Recent Felony Convictions:

Authority - 2019 Pub. L 116-6; FTA Master Agreement FY 2020 at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the City of Alexandria, the undersigned Contractor certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Construction Site Safety:

Authority - Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, 40 U.S.C. § 3701 et seq.; U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. part 1910; and “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926, and FTA Master Agreement FY 2020 at Section 24(a)(4)

Applicability - all construction contracts

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. part 1910; and “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

Domestic Preferences for Procurements:

Authority - 2 CFR part 200 Appendix II (L); 2 C.F.R. § 200.322

Applicability - all contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Authority - 2 CFR part 200 Appendix II (K); 2 C.F.R. § 200.216 - Applicability - all contracts

(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

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

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

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

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits City of Alexandria from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the City of Alexandria any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph (d) (2) of this clause to the City of Alexandria.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Bus Testing:

Authority - 49 U.S.C. § 5318(e) and 49 C.F.R. part 665, FTA Master Agreement FY2020 at Section 16(m)

Applicability - Rolling stock, except minivans

Contractor shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle. (2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Flow Down Requirements - none.

Pre-Award and Post-Delivery Audit Requirements:

Authority - 49 U.S.C. 5323(m) and 49 C.F.R. part 663, FTA Master Agreement FY2020 at Section 16(m)

Applicability - Rolling stock

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Flow Down Requirements – none.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

FTA Clauses Required when DBE Threshold Has Been Met:

Applicability – all contracts where there is DBE Participation

a. Contract Assurance. 49 CFR Part 26.13

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26.13 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 Authority deems appropriate.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

b. Monitoring the Performance of other Program Participants. 49 CFR Part 26.37

The City of Alexandria will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractor's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the City of Alexandria into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to City of Alexandria's Prompt Payment Clause.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

c. Prompt Payment. 49 CFR part 26.29(a)

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the City of Alexandria. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

FTA Clauses Required when DBE Threshold Has Been Met: (Continued)

- d. Return of Retainage.** 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City of Alexandria. When the City of Alexandria has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

- e. Termination for Convenience (DBE).** 49 CFR Part 26.53

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from City of Alexandria's Diversity & Equity Program Office.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent from City of Alexandria's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the City of Alexandria.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Full and Open Competition:

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition against Exclusionary or Discriminatory Specifications:

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Access Requirements for Persons with Disabilities:

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation:

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of 500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress:

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors:

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Compliance with Federal Regulations:

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property:

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency:

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice:

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Environmental Protections:

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data:

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Organizational Conflicts of Interest:

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

- (a) Any instances of organizational conflict of interest, or
- (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Project Labor Agreements.

As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Geographic Restrictions:

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

In-State Bus Dealer Restrictions:

The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

Force Account:

The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

FTA Technical Review:

The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only:

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Uniform Guidance. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted, whereby records must be available for review or audit by appropriate officials of the cognizant Federal agency and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the Florida Department of Transportation. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the Florida Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of the Uniform Guidance may result in suspension or termination of Federal award payments.

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Relationship of the Award to Third Party Contract Approval:

The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

Veterans Preference:

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles:

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

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number:

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

CFDA number for the Federal Transportation Administration:

Non-urbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.

(Any bidder that is found listed on the Federal Government’s SAM’s (System for Award Management) website at www.sam.gov/portal/sam, under the advanced search feature for EPLS (Excluded Parties List System), shall automatically be rejected for the award of this bid, by Category and/or in its entirety).

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS

SCOPE:

All items bid shall either meet or exceed the following specifications. Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and to establish general quality levels only, they are not intended to be restrictive.

Bid award shall be made on a total bid price per bid item, per category. Failure to bid on all items within a given category **shall result in automatic bid rejection**. There are three (3) categories; listed as *Category I -ATRANS Bus Department, Category II - Work Uniform, and Category III - Professional Wear*.

Extended sizes pricing are for references purposes only, and shall not be considered as part of the formal bid. Bid prices shall include embroidery, screen printing or heat press logos as specified in the regular sizes. The information on extended sizes larger than an XL or common size, shall be completed as shown in one of the following two examples: *Extended Sizes: 2XL \$ 20.99/each - OR - Extended Sizes: 48 \$ 23.99/each.*

Vendors wishing to submit a bid for uniforms shall be normally engaged in this type of business activity **and shall provide alteration services for new uniforms if needed**. In addition, bidders quoting on uniform requirements for the City of Alexandria shall be responsible for maintaining inventory of all awarded items. The bidders should not only stock awarded items, but should also provide alteration services for the new uniforms as needed. If vendor is not local, vendor shall come to our facilities bi-weekly for alteration pick-up or changes.

Submission of Bid Document:

This bid packet must be returned in its entirety, complete with all required signatures and bid prices as per these bid specifications. Failure to return the entire bid packet **may be grounds for immediate bid rejection**.

Initial Measurements:

Initial measurements shall be performed at the department location(s) to be designated by the City after a contract has been awarded. Measurements shall be performed on an "as needed" basis at the designated location(s) without disrupting the normal daily operation of the City department. Successful bidder shall be responsible for coordinating time schedule with department heads for employee measurements. **It is the ultimate responsibility of the awardee to ensure the correct size is ordered to fit each individual. Any garment delivered to a City employee that does not fit shall be replaced at the contractor's expense.**

Approximate Usage Statement:

Whenever quantities or usages are provided by the City of Alexandria, these quantities are estimates only. No guarantee or warranty is given or implied by the City of Alexandria as to the total amount that may or may not be purchased from any resulting contract.

There are approximately 600 City of Alexandria employees that are eligible for some type of work uniform items; some with screen printing only and others with embroidered emblems only. Employees from operating departments that work in the field are generally allotted four (4) shirts, four (4) pants/shorts, and one jacket annually; however, they may opt to have five (5) shirts, five (5) pants and no jacket. Each department's annual uniform budget will be the determining factor for what employees will receive. The annual uniform budget is subject to change each year.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS (continued):

City of Alexandria Logo Application (Embroidering, Screen Printing and/or Heat Press):

The successful bidder shall embroider, screen print or heat press the City logo, as per the bid specifications, on uniform apparel (pants, shorts, coveralls, shirts, t-shirts, jackets and caps) with the City of Alexandria logo, prior to delivery to the respective ordering department(s).

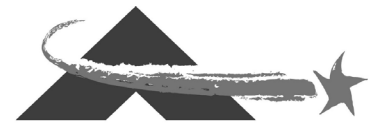
- a. Several screens must be utilized due to the various department names, however, the format shall remain the same for all.
- b. On Screen Print applications, the Contractor may specify a minimum quantity order per set-up.
- c. The Department shall have the option of which process they prefer, screen-print or heat press.
- d. Heat press logo shall be solid color so that logo is easily visible on garment, **approximately 2" W x 1" H**, and may be either tan or beige for dark apparel and navy or black on light apparel.
- e. Heat press logo on **pants and shorts only**, specific in the bid, will need to be in three (3) full colors of red, blue and white (similar to embroidered logo). Logo shall be sized appropriately due to placement restriction.
- f. Specific Department's, such as Construction Development and/or ATRANS, will request additional identification, such as a Department Name or Job Title, on the logo application.
 1. Construction Development Department's Inspector's (only) shall have INSPECTOR embroidered (only) on the right chest of all work shirts. This will be in addition to the standard City logo on the left chest. Department Superintendent to designate shirt(s).
 2. ATRANS shall have TRANSIT added directly below the standard City logo.



Embroidered Logo Sample
OR Heat Press 3 color Sample



Screen Print Logo Sample



Heat Press Logo Sample



TRANSIT
Embroidered Transit
Logo Sample



TRANSIT
Screen Print Transit
Logo Sample



INSPECTOR
Embroidered Construction
Development Logo Sample
(Right Chest)

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS (continued):

Alterations:

Alterations shall be performed in a timely manner and shall be performed to the satisfaction of the City Department for whom the garment(s) is intended. Alterations for newly purchased garments shall be at no additional charge and shall include reasonable, typical alteration requests such as hemming (lengthening or shortening), adjustment of sleeve length, waist modifications, etc.

Colors:

Unless otherwise designated, uniform colors shall be selected by the ordering department prior to order placement.

Uniform Delivery:

The successful bidder shall be responsible for delivering uniform orders to the appropriate City department that placed the order. Each order shall be bagged or packaged for each individual City employee. The bag/package shall include the employee's name and department with a listing of the contents (i.e. 2 - shirts; 4 - pants; 1 - jacket).

Escalation / De-escalation Clause:

In light of the current state of the economy within the United States and abroad, and the unstable commodities market, specifically the cotton market, the City of Alexandria may consider requests from the successful bidder for escalation/de-escalation unit price changes if necessary. The successful bidder will be required to submit a written letter from their garment manufacturer stating the cost and/or percentage of the escalation/de-escalation and the estimated duration (time period) for the escalation/de-escalation. The garment manufacturer's written notification letter shall be the sole source for the successful bidder's escalation/de-escalation request for unit price change.

Miscellaneous:

Each bidder offering an "or equal" garment is requested to furnish attached to their bid, color picture or brochure marked for each "or equal" item being bid. Picture/brochure should include complete descriptive literature on each "or equal" item being bid. Bidders should mark each picture/brochure sent in, with their company name for identification purposes. Each respective bidder shall be held responsible for insuring his or her products meet or exceed specifications as described herein.

Bidders offering garments as specified will not be required to submit pictures and/or brochure.

FTA Procurement:

All products listed in Category I for Atrans Bus Department are purchased through federal funding. As a condition of award, Federal Transportation Administration (FTA) requirements shall apply. **Submittal of required FTA documents as described on pages 8 through 56 and pages 83 through 84 of this document, shall be required with the bid submittal.** Contact Kenna Lavalais, City of Alexandria Transit Manager, at 318-441-6021 with questions.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

PRICE PAGE:

CATEGORY I - ATRANS Bus Department:

1B. Oxford Coaches Jacket - Auburn Sportswear #201A; Harriton # M775 or approved equal brand: (with embroidery)

Color: Dark Navy Blue. Nylon Taffeta Shell, with 'Kasha' lining, light weight nylon outer shell with light weight lining. Regular style standup collar with raglan sleeves and elastic in cuffs. Jacket shall have six (6) color coordinated snaps for closure and two (2) slash front pockets. The jacket shall be washable and water repellent. The City of Alexandria Transit logo shall be placed on left chest of jacket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

2B. Dress Trouser - 100% Polyester, Horace Small #HS2149; or approved equal brand: (with heat press)

Color: Dark Navy Blue. Fabric shall be 10.5 ounce gabardine weave material of 100% polyester wickable soil release finish. Two (2) quarter top pockets and two (2) hip pockets with all points of strain triangle bar tacked. A button tab shall be on the left hip pocket. The waistband shall be two inches (2") wide with Banrol and Flex-TEX wickable waistband material. Trouser shall have seven (7) belt loops, 3/4" wide. The model shall be plain front. The City of Alexandria Transit logo shall be placed above the back right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

3B. Shirt - Long Sleeve: Men's / Women's - 65/35 Blend, Flying Cross Manufacturing Co. #24A48 15 / #124A48 15; or approved equal brand: (with embroidery)

Color: Light Blue. Fabric shall be 65% Polyester / 35% combed cotton, machine washable, permanent press material. Shirts shall be regular dress material construction with shoulder straps and two (2) dress shirt front pockets with pocket flair and permanent collar stays. Shirt shall have full length dress shirt tails. Long sleeves shall have one (1) button cuff. Shoulder straps shall be trimmed with 1/4" cord edge, navy blue braid. The City of Alexandria Transit logo shall be placed on left chest. Gold bordered American flag patch sewn on right sleeve.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY I - ATRANS Bus Department: (Continued)

3BL. Shirt - Long Sleeve: Men's / Women's - Long Body: 65/35 Blend, Flying Cross Manufacturing Co.; or approved equal brand: (with embroidery)

Same as 3B. above except with long body design.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

4B. Shirt - Short Sleeve: Men's / Women's - 65/35 Blend, Flying Cross Manufacturing Co. 74A48 15 / 174A48 15; or approved equal brand: (with embroidery)

Color: Light Blue. Fabric shall be 65% Polyester / 35% combed cotton, machine washable, permanent press material. Shirts shall be regular dress material construction with shoulder straps and two (2) dress shirt front pockets with pocket flair and permanent collar stays. Shirt shall have full length dress shirt tails. Short sleeve shirt shall be exactly as long sleeve model except one-half sleeve. Shoulder strap shall be trimmed with 1/4" cord edge, navy blue braid. The City of Alexandria Transit logo shall be placed on left chest. Gold bordered American flag patch sewn on right sleeve.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

4.1B. Shirt - Short Sleeve: Men's / Women's - Long Body: 65/35 Blend, Flying Cross Manufacturing Co.; or approved equal brand: (with embroidery)

Same description as above item 4B except with long body design.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

5B. Baseball Cap: 100% Cotton Twill, Big Accessories Cap #BX002; Cintas #85280 or approved equal: (with embroidery)

Color: Dark Navy Blue. Fabric shall be 100% cotton twill with adjustable head size. Six panel style with buckram for support and the City of Alexandria Transit logo placed on cap. Adjustable head sizes.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY I - ATRANS Bus Department: (Continued)

6B. Necktie: 100% Polyester, Samuel Broome #900BO; or approved equal:
Color: Dark Navy Blue. Fabric shall be 100% Polyester "poplin" material. Tie shall be uniform necktie style with a maximum width of 3.5 inches (3.5").

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

7B. Necktie - Long Body: 100% Polyester, Samuel Broome #900BO Tall; or approved equal:
Same description as above item 6B except in Tall.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

8B. Necktie – Ladies Crossover style with covered button: Samuel Broom #45165; Galls UA033; or approved equal:
Color: Dark Navy Blue. Crossover tie with covered snap for women made of 100% polyester poplin material.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

9B. Uniform Name Tag – Smith & Warren #NP100; Law Pro NT132; or approved equal:
Made of silver metal (1/2" x 2 3/8") with black lettering. First initial / Last name. Prong / clutch pin construction.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

10B. Uniform Service Since Bar – Smith & Warren #NP105, Galls NT026 or approved equal:
Made of silver metal. Attaches to the name tag above stating Employment date in black lettering. Prong/clutch pin construction.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

**TOTAL PER CATEGORY I \$ _____
(Sum of items 1B through 10B - not to include Optional Sizes pricing)**

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform:

1W. Shirt - Men's / Women's Long Sleeve Industrial Work Shirt: 65/35 Blend, Red Kap #SP14 / #SP13; or approved equal: (with heat press or screen-print)

Color: To be selected. Men's work uniform style made of 65% Polyester / 35% combed cotton blend, approximately 4.25 oz. Poplin fabric. Pre-cure durable press with soil release and wickable finish. Open collar with sewn-in stays, metal collar gripper closure. Men's style, generous fit, has six (6) button front, melamine buttons. Two (2) button-through chest pockets with bartacked pencil stall on left pocket. The City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

2W. Shirt - Men's / Women's Short Sleeve Industrial Work Shirt: 65/35 Blend, Red Kap #SP24 / #SP23; or approved equal: (with heat press or screen print)

Color: To be selected. Men's work uniform style made of 65% Polyester / 35% combed cotton blend, approximately 4.25 oz. Poplin fabric. Pre-cure durable press with soil release and wickable finish. Open collar with sewn-in stays, metal collar gripper closure. Men's style, generous fit, has six (6) button front, melamine buttons. Two (2) button-through chest pockets with bartacked pencil stall on left pocket. The City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

3W. Shirt - Men's Long Sleeve: 100% Cotton Work Shirt, Red Kap #SC30; or approved equal: (with heat press or screen print)

Colors: To be selected. Men's work uniform style made of 100% wrinkle-resistant cotton, approximately 6.0 oz. twill fabric. Pre-cure durable press finish. Open collar with sewn-in stays. Men's style, generous fit, has six (6) buttons with vertical button holes, plus one button at neck. Two (2) button-through check pockets with bartacked pencil stall on left pocket. The City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

4W. Shirt - Men's Short Sleeve: 100% Cotton, Red Kap #SC40; or approved equal: (with heat press or screen print).

Colors: To be selected. Men's work uniform style made of 100% wrinkle resistant cotton, approximately 6.0 oz. twill fabric. Pre-cure durable press finish. Open collar with sewn-in stays. Men's style, generous fit, has six (6) buttons with vertical button holes, plus one button at neck. Two (2) button-through check pockets with bartacked pencil stall on left pocket. The City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
 _____ \$ _____ /each _____ \$ _____ /each

5W. Polo Shirt - Men's - Short Sleeve: 50/50 Blend, Red Kap #SK28, Blue Generation #7202; or approved equal: (with heat press or screen print).

Colors: To be selected. Fabric shall be 5.25 oz. mesh knit or 50% Polyester/50% cotton "durable press" with soil release finish. Fashion collar to be ribbed knit with three (3) button lined placket. Shirt to have one chest pocket. Garment shall be full cut and fabric shall have superior color retention and comfort with superior shrinkage control. The City of Alexandria logo shall be placed above left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
 _____ \$ _____ /each _____ \$ _____ /each

6W. T-Shirt - Short Sleeve - With Pocket: 100% Cotton, Dickies #1144624; Cintas #291; or approved equal: (with heat press).

Colors: To be selected. 100% cotton, crew-neck, soft heavyweight "jersey" knit with seamless neckband. Shirt shall have a single left chest pocket and generous cut. The City of Alexandria logo shall be placed above left chest pocket. Minimum quantity order may be required.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
 _____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

6.1W. Price per t-shirt at 6W with screen print logo in lieu of heat press. Dickies #1144624; Cintas #291; or approved equal.

Minimum quantity order may be required by Contractor.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

7W. T-Shirt - Long Sleeve: 100% Cotton, Gildan #G240; or approved equal: (with heat press):

Colors: To be selected. Fabric shall be 6.1 oz., 100% heavyweight preshrunk cotton with double needle construction throughout. Shirt shall be full cut, roomier fit, with taped neck and shoulders, rib knit collar and cuff. The City of Alexandria logo shall be placed on left chest. Minimum quantity order may be required.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

7.1W. Price per t-shirt at 7W with screen print logo in lieu of heat press, Gildan #G240; or approved equal:

Minimum quantity order may be required by Contractor.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

8W. T-Shirt - Short Sleeve without pocket: 90/10 Blend, Gildan #G640 Softstyle; or approved equal: (with screen print front & back)

Colors: To be selected. Fabric shall be 4.5 oz., 90% Cotton / 10% Polyester, 100% preshrunk ring-spun cotton with double needle construction throughout. Shirt shall be tubular fit, with taped neck and shoulders, and rib knit collar. The City of Alexandria logo shall be placed on left chest. Minimum quantity order may be required.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

9W. Trouser - Men's / Women's - Flat Front Work Pant: 65/35 Blend, Red Kap #PT20 / #PT21; or approved equal: (with heat press in 3 colors)

Colors: To be selected. Men's work uniform style, full cut. Made from 65% Polyester / 35% combed cotton, 7.5 oz. soft hand twill fabric, post-cure durable press finish. Two (2) slack-style front pockets, two set-in hip pockets, left has button closure, darts over hip pockets for better fit. Waistband inner-lined for body and shape, folder-set band with outlet, synthetic blend pocketing and waistband trim. Heavy-duty brass ratcheting zipper, button closure. Industrial wash. The City of Alexandria logo shall be placed above the back right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

10W. Trouser - Men's - Flat Front: 100% Cotton, Red Kap #PC20; or approved equal: (with heat press in 3 colors)

Colors: To be selected. Men's wrinkle-resistant work pant, 100% Cotton, 8.5 oz. pre-shrunk twill fabric. Two (2) slack-style front pockets, two (2) set-in hip pockets, darts over hip pockets for better fit. Waistband innerlined for body and shape, folder-set band with outlet, synthetic blend pocketing and waistband trim, synthetic blend pocketing and waistband trim. Easy fit silhouette. Heavy-duty brass ratcheting zipper, button closure. Industrial wash. The City of Alexandria logo shall be placed above the back right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

11W. Trouser - Men's - Pleated Front: 65/35 Blend, Red Kap #PT38; or approved equal: (with heat press in 3 colors)

Colors: To be selected. Men's business casual style pant, double front pleats, 65% polyester / 35% cotton, 8.0 oz. twill. Relaxed fit with straight-leg styling. Hook and eye closure, two (2) slack style front pockets and two (2) set-in hip pockets, left pocket has button closure. Machine washable and easy care. The City of Alexandria logo shall be placed above right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

12W. Trouser - Men's - Cargo Type with Sidepockets: 65/35 Blend or 100% Cotton, Red Kap #PT88 or #PC76; or approved equal: (with heat press in 3 colors)

Colors: To be selected. Trouser, 65% polyester / 35% cotton or 100% Cotton, 8 oz. twill blend in Touchtex™ technology with superior color retention, soil release and wickability. Utility style cargo pant offers an easy fit. Slack-style front pockets and two (2) set-in hip pockets. Two (2) bellow cargo pockets with pocket flap and snap closures.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

13W. Trouser - Men's / Women's- Taclite Pro Pant, 5.11 Brand #74273/ 64360; or Approved Equal: (with heat press in 3 colors)

Color: To be selected. Pant shall be constructed of breathable, 6.2 oz., 65% polyester /35% cotton Taclite ® ripstop material. Pant model shall have double-reinforced seat and knees and the material will be Teflon treated for spill and stain resistance. The pant shall have eight (8) pockets, including strap & slash seat pockets. The City of Alexandria logo shall be placed above the back right pocket. Sizes: Men's Waist 28 - 54; Women's 2 - 20.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

14W. Trouser - Men's / Women's - 5.11 Stryke #74369/64386; or approved Equal: (with heat press in 3 colors)

Color: To be selected. Pant shall be constructed of 65% polyester/ 35% cotton Flex-Tac® mechanical stretch ripstop, 6.8-oz., Teflon™ finish, high-quality YKK® zippers, Prym® snaps, self-adjusting tunnel waistband with gusseted construction and articulated knee. All seams and stress points shall have bar tacking. The pant shall have twelve (12) pockets. The City of Alexandria logo shall be placed above the back right pocket. Sizes: Men's Waist 28 - 54; Women's 2 - 20.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

15W. Denim Jeans: Loose Fit Dungaree 100% Cotton, Red Kap # PD80; or approved equal: (with heat pressing 3 colors)

Color: To be selected. Dungarees shall be made of 100% Cotton, 13.5 oz. heavyweight denim with a double-rule pocket, hammer loop, two (2) deep scoop front pockets and two (2) oversize hip pockets. The loose fit jean shall sit slightly below the natural waist with a straight leg fit over boots. City of Alexandria logo shall be placed above rear right pocket. Sizes: Men's Waist 28 – 50.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____
Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

16W. Denim Jean: Relaxed Fit, 100% Cotton, Red Kap # PD60; or approved equal: (with heat pressing 3 colors)

Color: To be selected. Jean shall be made of 100% Cotton, 13.75 oz. heavyweight denim with the traditional five- pockets. Metal button and brass ratcheting zipper closure. City of Alexandria logo shall be placed above rear right pocket. Sizes: Men's Waist 28 – 50.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____
Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

17W. Denim Jean: Women’s Straight Fit Jean, Red Kap #PD63; or approved equal. (with heat pressing 3 colors)

Color: To be selected. Jean shall be made of 100% Cotton, 13.75 oz. heavyweight denim with the traditional five- pockets. Metal button and brass ratcheting zipper closure. Straight fit should sit just below natural waist for a more feminine fit and leg opening should fit over work boots. City of Alexandria logo shall be placed above rear right pocket. Women's 2 - 22.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____
Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

18W. Painter Pant: 100% Cotton, Red Kap # PD80; or approved equal: (with heat pressing 3 colors)

Color: White. Pant shall be made of 100% Cotton, 9 oz. painter drill with two (2) deep scoop front pockets, two (2) oversize hip pockets, double-rule pocket and a hammer loop. The loose fit pant shall sit slightly below the natural waist and has a loose seat and thigh with a wider leg opening. City of Alexandria logo shall be placed above rear right pocket. Sizes: Men's Waist 32 - 50.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

19W. Walking Short - Men's / Women's - Ten Inch (10"): 65/35 Blend, Red Kap #PT26 / #PT27; or approved equal: (with heat press in 3 colors)

Colors: To be selected. 7.5 oz. twill fabric made of 65% fortrel/35% cotton, post-cured permanent press material. Two (2) slack-style front pockets, two (2) set-in hip pockets, left has button closure, darts over hip pockets. Shorts shall have a heavy-duty brass ratcheting zipper, button closure. Plain front with a ten inch (10") inseam. Industrial wash or machine wash. The City of Alexandria logo shall be placed above the back right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

20W. Cargo Short - Men's / Women's - 9½" Taclite Pro Shorts: 65/35 Blend, 5.11 Brand #73287 / #63071; or approved equal: (with heat press in 3 colors)

Colors: To be selected. 65% polyester / 35% cotton ripstop, 6¼ oz material. Two (2) front and two (2) rear pockets with cargo pockets on each leg. Teflon treated for spill and stain resistance and fade and wrinkle resistance. The City of Alexandria logo shall be placed above the back right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

21W. Jacket - Ike Style: 65/35 Blend, Red Kap #JT22; or approved equal: (with heat press or screen print)

Colors: To be selected. 65% Polyester / 35% combed cotton, "Ike" length jacket. Standard textiles style #144-5, or equal. Two (2) slash front pockets; sewn in quilted lining; adjustable two (2) button cuffs; heavy duty front zipper; one piece set-in collar; patch pocket on left sleeve with bar tack pencil pocket. Adjustable tabs at waistband. The City of Alexandria logo shall be screen printed placed on left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

22W. Jacket: Nylon Fleece Lined, Harrington M740; Cintas #80843; or approved equal: (with heat press)

Color: To be selected. Nylon fleece lined jacket with zip-through tunnel collar. Full heavy nylon zipper with inside storm flap and front zipper pockets. Velcro pocket inside chest. Matching rib knit nylon cuffs and waistband. Jacket will have raglan sleeves and 100% nylon outer shell, will be water repellent and have anti-pill fleece lining. The City of Alexandria logo shall be placed on left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

22.1W Same as Item 22W except with embroidery logo in lieu of heat press. Harrington M740; Cintas #80843 or approved equal

Minimum quantity order may be required by Contractor.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

23W. Coverall - Long Sleeve: 65/35 Blend, Red Kap CT10; or approved equal: (with heat press or screen print)

Colors: To be selected. Fabric should be 65% Polyester/35% combed cotton, 7.25 oz. twill, pre-cure durable press with soil release Two (2) set-in front pockets, two (2) patch hip pockets, two (2) breast pockets, rule pocket. Two-way brass zipper, gripper a top and at lapel. Four-needle band joins top and bottom; safety-stitched outseams, felled inseams; action back; side vent openings; sized to be worn over clothes. The City of Alexandria logo shall be placed above left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

24W. Henley Shirt: Fire Retardant, Long Sleeve , Bulwark #SEL2; or equal (with heat press or screen print)

Colors: Grey, Khaki, Light Blue, Navy or Orange. Fire Retardant Henley long sleeve shirt with pocket made of 100% Cotton jersey interlock with a 3 button plaque front (no collar). NFPA 2112 Compliant, 9.6 Calories. City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

25W. Henley Shirt: Flame Resistant, Long Sleeve, Lapco #FRT-HJE; or equal (with heat press or screen print)

Available Colors: Grey, Khaki, Medium Blue, Navy. Henley long sleeve shirt with pocket constructed of 7oz Flame-Resistant 100% Cotton Jersey Knit with a 3 button plaque front (no collar). NFPA 2112 ATPV 8.9 cal/cm², HRC/CAT 2, NFPA 70 E and NFPA 2112 Complaint. City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

26W. Shirt – Flame Resistant – Long Sleeve DH Air®- Lapco #DHS5; or approved equal:(with heat press or screen print)

Colors: Grey, Khaki, Medium Blue or Navy. Fabric should be a lightweight 5.5 oz. Westex DH Air®- 47% Lenzing Lyocell /38% Modacrylic / 15% Aramid. Long sleeve button down shirt with double chest pockets, back pleat, mic loops at shoulder seams and double-needling stitching on pockets, flaps and shoulder seams. ATPV 9.1 cal/cm², HRC/CAT 2, NFPA 70E Compliant, UL Classified NFPA 2112.. City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

27W. Shirt - Fire Retardant - Long Sleeve: 88/12 Cotton/ Nylon Blend -Bulkwark #SLW2; or approved equal: (with heat press or screen print)

Color: To be selected by ordering department. Fabric should be EXCEL-FR™ ComforTouch™ flame-resistant, 7.0 oz., 88% Cotton / 12% Nylon. Two-piece lined collar, one-piece lined cuffs with button closures, sleeve vent. Hemmed front with button closures. Two (2) breast pockets with button-through pocket flaps. Arc Rating ATPV8.6 calories/cm². Home wash and industrial wash. City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

28W. Shirt-Flame Resistant – Long Sleeve: 88/12 Blend, Lapco #GOS6; or approved equal: (with heat press or screen print)

Colors: Grey, Khaki or Navy. 88/12 Cotton-Nylon Blend with a Moisture Management Finish. Long sleeve button down shirt with double chest pockets, back pleat seams and double-needling stitching on pockets, flaps and shoulder seams. ATPV 8.8 cal/cm², HRC/CAT 2, NFPA 70E Compliant, UL Classified NFPA 2112, UL Classified. City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

29W. Shirt- Flame Resistant – Long Sleeve Shirt, Lapco #DHS6; or approved equal:(with heat press or screen print)

Colors: Khaki, Navy, Red or Royal. Fabric shall be 6.5oz. Westex DH - 48% Tencel / 40% Modacrylic / 12% Para-aramid. Long sleeve button down shirt with mic loops at shoulder seams, double chest pockets, back pleat seams and double-needling stitching on pockets, flaps and shoulder seams. ATPV 8.9 cal/cm, HRC/CAT 2, NFPA 70E Compliant, UL Classified ASTM F1506, UL Classified NFPA 2112. City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

30W. Polo Shirt – Fire Retardant, Short Sleeve, Bulwark #SMP8; or approved equal (with heat press or screen print)

Colors: Grey, Khaki, or Navy. Fire Retardant Polo Shirt in short sleeves made of 45% Modacrylic/35% Lyocell/ 20% Para-Aramid fabric with knit collar and raglan sleeves with 3 button plaque front. Left sleeve with utility pocket. Breathable, lightweight 6.25 oz. fabric. . NFPA 2011 Compliant, 8.2 Calories. City of Alexandria logo shall be placed above the left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

31W. Jacket: Fire Retardant, Bulwark, #JLH4BD; or approved equal: (with heat press or screen print)

Color: Brown. Hooded jacket; outer shell made of flame-resistant EXCEL FR® water-repellant, comfort touch, 11.5 oz. Duck, 88% cotton / 12% nylon. Liner is flame-resistant 7 oz. cotton. Jacket features a separating, heavy-duty, Nomex® taped zipper and has concealed snap closure on cuff and a full tunneled elasticized waistband with a permanently attached hood with adjustable draw cord and a lanyard access opening on the center back to accommodate a safety harness. The front of the jacket has two front pouch-style pockets with reinforced bartacks. Arc rating ATPV35.0 calories/cm². The City of Alexandria logo shall be placed on left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

32W. Denim Jean: Fire Retardant, Bulwark #PEJ6 or #PEJ4; or equal: (with heat press in 3 colors)

Color: to be selected. Fire Retardant Loose Fit or Classic Fit Denim Jean made of 14.75 oz. Flame Resistant fabric with 5 pocket styling and a one piece waistband. NFPA 2112 Compliant and Arc Rating of 20.7 Calories. City of Alexandria logo shall be placed above rear right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

33W. Dungarees: Fire Retardant, 100% Cotton, Bulwark #PEJ8; or approved equal: (with heat press in 3 colors)

Color: to be selected. Fire Retardant Excel-FR Cotton Dungarees made of 100% Cotton prewashed 14.75 oz., fabric with 2 front and 2 rear pockets, hammer loop, rule pocket and wrap around utility pocket. Arc Rating ATPV of 20.7 Calories/cm² (HRC 2) NFPA 2112 Compliant. City of Alexandria logo shall be placed above rear right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

34W. Cargo Pant: Flame Retardant, 88/12 Nylon, Bulwark #PLC2; or approved equal: (with heat press in 3 colors)

Color: to be selected. Flame Retardant Cargo pocket Work Pant made of 88% Cotton/12% nylon fabric with two (2) front and two (2) back pockets and a Cargo pocket on each leg with snap closures. NFPA 2112 Compliant and Arc Rating ATPV 12 calories/cm². City of Alexandria logo shall be placed above rear right pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY II - Work Uniform: (Continued)

35W. Coverall, Long Sleeve: Fire Retardant, 100% Cotton, Bulwark #CEC2; or approved equal: (with heat press or screen print)

Color: to be selected. Fabric made of flame resistant 9 oz., 100% Cotton Ammonia curried with two way brass zipper and gripper at top of neck. One (1) piece construction in long sleeves with two (2) set-in front pockets, one (1) chest pocket, and two (2) hip pockets. Coverall to have side vent opening. The City of Alexandria logo shall be placed above left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____/each _____ \$ _____/each
_____ \$ _____/each _____ \$ _____/each

36W. Safety Shirt: Flame Resistant, Hi-Viz Long sleeve with Pocket, Lapco FRT-HJE HV3 or approved equal (with heat press or screen print)

Color: Safety Green. Fabric shall be 7oz. FR Hi-Viz 50% Modacrylic, 40% Lyocell 10% Twaron Blend Knit. Shirt shall be a flame-resistant, long sleeve henley with 360 degree visibility, 3 button placket, anti-odor and moisture management fabric. Shirts reflective material should be 3M Scotchlite™ segmented. Shall meet ATPV 16.4 cal/cm², HRC/CAT 2, NFPA 70 E compliant, ANSI/ISEA 107-2015 | TYPE R | CLASS 3,UL Classified NFPA 2112. City of Alexandria logo shall be placed above left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____/each _____ \$ _____/each
_____ \$ _____/each _____ \$ _____/each

37W. Safety Shirt: Short sleeve with Pocket, ANSI Class 2, Type R, Radians #ST11-2 or approved equal (with heat press or screen print)

Color: Safety Green. Short sleeve shirt shall be made of 100% polyester mesh with Max-Dri™ moisture wicking technology. Shirts shall come with premium 2" heat transferred, stretchable reflective tape; two (2) vertical stripes down the left and right, both front and back, and one (1) horizontal stripe around the mid-section. Shall meet ANSI/ISEA 107 standards. City of Alexandria logo shall be placed above left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____/each _____ \$ _____/each
_____ \$ _____/each _____ \$ _____/each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY III - Professional Wear:

1P. Fashion Polo Shirt - Solid Color - Short Sleeve - NO Pocket: 100% Cotton, Blue Generation BG #2201 or BG #6201; or approved equal: (with embroidery)

Colors: Seven (7) assorted colors, minimum, to select from. 100% cotton, 6.7 oz. mesh knit polo style shirt in solid color. Shirt shall have rib knit fashion curl free collar with sleeve welts, two (2) tortoise shell buttons with lined placket, top stitched shoulder with split "V" side-seam, and two inch (2") longer back tail. Generous fit in sizing for both men and women. The City of Alexandria logo shall be placed on the left chest. Must be available in Tall sizes as well as regular.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

2P. Fashion Polo Shirt - Solid Color - Short Sleeve - With Pocket: 60/40 Super Blend Pique, Blue Generation BG #7206; or approved equal: (with embroidery)

Colors: Ten (10) assorted colors, minimum, to select from. 60/40 cotton blend, 6.9 oz. mesh knit polo style shirt in solid color. Shirt shall have rib knit fashion no curl collar with sleeve welts, two (2) tortoise shell buttons with lined placket, top stitched shoulder with split "V" side-seam, and two inch (2") longer back tail. Generous fit in co-ed sizing. The City of Alexandria logo shall be placed above left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

3P. Fashion Short Sleeve Polo Shirt – Men’s / Women’s - Solid Color: 60/40 Super Blend, Blue Generation BG #7204/6204/6209; or approved equal: (with embroidery)

Colors: To be selected. Fabric shall be 60% Polyester/40% super blend pique shirt. Fashion collar to be Men’s or Women’s Polo color or Women’s V-Neck plaque collar. The City of Alexandria logo shall be placed above left chest pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY III - Professional Wear: (Continued)

4P. Fashion Shirt – Men’s / Women’s - Solid Color - Long Sleeve: 60/40 super blend pique, BG #7207 / BG #6207; or approved equal brand: (with embroidery)

Colors: To be selected. Fabric shall be 60% Polyester/40% super blend pique shirt. The City of Alexandria logo shall be placed above left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

5P. Shirt - Men's / Women’s - Long Sleeve Permanent Press: 60/40 Super Blend Pique, Blue Generation BG #7216 / 6216; or approved equal brand: (with embroidery)

Colors: To be selected. 65% Polyester/35% cotton poplin, 5.5 oz. fabric with stain resistant and easy care finish. Style shall be a button up shirt with button down collar, in either long or short sleeves. Shirt shall have a seven (7) button front with a single pocket on the left chest. The City of Alexandria logo shall be placed above the left pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

6P. Shirt - Men's / Women’s - Short Sleeve Permanent Press: 65/35 Blend, Blue Generation BG #7216S / BG #6216S; or approved equal brand: (with embroidery)

Colors: To be selected. 65% Polyester/35% cotton poplin, 5.5 oz. fabric with stain resistant and easy care finish. Style shall be a button up shirt with button down collar, in either long or short sleeves. Shirt shall have a seven (7) button front with a single pocket on the left chest. The City of Alexandria logo shall be placed above the left pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY III - Professional Wear: (Continued)

7P. Shirt - Men's / Women's – (NO Pocket) Long Sleeve Tricolor Plaid, Untucked Fit: Blue Generation 6270, BG6271, BG6272, BG7270, BG 7271, BG 7272; or approved equal brand: (with embroidery)

Colors: To be selected. Wrinkle Resistant, 55% Polyester/45% cotton/poly blend, 3.2 oz. fabric. Style shall be a button up shirt with a slightly tapered fit, contoured hemline, spread collar, and adjustable cuffs. No pockets. The City of Alexandria logo shall be placed on the left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

8P. Shirt - Men's / Women's – Long Sleeve Gingham Check, Untucked Fit: Blue Generation 7269, Blue Generation 6269; or approved equal brand: (with embroidery)

Colors: To be selected. Wrinkle Resistant, 55% Polyester/45% cotton/poly yarn dyed check, 3.2 oz. fabric. Style shall be a button up shirt with a slightly tapered fit, contoured hemline, spread collar, center pleated back and adjustable cuffs. Pocket should be on the left side. The City of Alexandria logo shall be placed above the left pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

9P. Shirt - Men's / Women's- Long Sleeve Light Weight: Port Authority W380/LW380; or approved equal brand: (with embroidery).

Color: To be selected. Lightweight, 3 oz., 100% cotton slub chambray fabric. Style shall be a button up shirt with an open collar, back shoulder pleats, double chest pockets and rounded button cuffs. The City of Alexandria logo shall be placed above the left pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY III - Professional Wear: (Continued)

10P. Shirt - Women’s – Long Sleeve Popover Shirt; Port Authority LW382 or approved equal brand: (with embroidery)

Color: To be Selected. 2.9 ounce, 60/40 cotton/polyester chambray (Easy Care). Style shall be a Popover shirt with collar band, rounded adjustable cuffs, Y-neck placket with 3 buttons, and a drop tail hem. Buttons should be tonal rimmed. The City of Alexandria logo shall be placed above the left pocket.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____
Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

11P. Cardigan- Women’s – Long Sleeve Button Front: Blue Generation 4701; or approved equal. (with embroidery)

Colors: To be selected. 95% combed ring spun cotton blended/5% spandex, 6.5 oz. jersey, 1 x 1 rib knit long-sleeve button-front cardigan. The City of Alexandria logo shall be placed on the left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____
Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

12P. Jacket: Ladies Denim, Port Authority L7620; or approved equal: (with embroidery)

Color: Denim Blue. 13.75oz, 100% garment washed indigo denim. Modern fit denim jacket with two (2) button through flap chest pockets, button cuffs and front pockets. The City of Alexandria logo shall be placed on left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____
Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
_____ \$ _____ /each _____ \$ _____ /each

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

BID SPECIFICATIONS / PRICE PAGE (continued):

CATEGORY III - Professional Wear: (Continued)

13P. Jacket: Ladies Hooded Soft Shell, Port Authority L719; or approved equal: (with embroidery)

Colors: Deep Black, Dress Blue Navy or Grey Steel/Deep Black. 100% polyester knit shell bonded to a water-resistant film insert and a 100% polyester mesh interior. Jacket shall feature front zippered pockets, three (3) panel hood with adjustable locking drawcord, open drop tail hem and elastic binding at the cuffs. The City of Alexandria logo shall be placed on left chest.

Brand Bid: _____ Style No.: _____ Price Each: \$ _____

Extended Sizes: _____ \$ _____ /each _____ \$ _____ /each
 _____ \$ _____ /each _____ \$ _____ /each

TOTAL PER CATEGORY III \$ _____
(Sum of items 1P through 13P– not to include Optional Sizes pricing)

END OF CATEGORY III - PROFESSIONAL WEAR

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS**

SIGNATURE PAGE

Bidder shall indicate in the spaces provided below, the name and address of stocking and alterations facility:

Stocking Facility:

Facility Name: _____

Physical Name: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____

Alterations Facility:

Facility Name: _____

Physical Name: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Contact Person: _____

Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: (_____) _____ Fax #: (_____) _____

Authorized Printed Name and Title: _____

Authorized Signature: _____

Email Address: _____

(Per LA R.S. 38:2212 B. (5)(a)(b)(c) - See General Conditions Item #22, Page 4 of these bid specifications).

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official) On behalf
of _____ that (Name of Bidder/Company Name)

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type of print name _____

Date ___ / ___ / ___

Signature of Authorized representative _____

Signature of Notary and SEAL _____

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
ANNUAL WORK UNIFORMS

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NON-PROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- 1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non- procurement)," 2 CFR part 180,
- 2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a) Debarred from participation in its federally funded Project,
 - b) Suspended from participation in its federally funded Project,
 - c) Proposed for debarment from participation in its federally funded Project,
 - d) Declared ineligible to participate in its federally funded Project,
 - e) Voluntarily excluded from participation in its federally funded Project, or
 - f) Disqualified from participation in its federally funded Project, and
- 3) It will provide a written explanation as indicated on a page attached in FTA's TrAMSWeb or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Date ____/____/____

Signature of Authorized Official _____

Name and Title of Contractor's Authorized Official _____