REQUEST FOR BIDS
2019-11-29

Main Street Station
JANITORIAL SERVICES

Issue Date: November 29, 2019
Proposal Due Date: December 23, 2019
<table>
<thead>
<tr>
<th><strong>RFB Number</strong></th>
<th>RFB – 2019-11-29</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFB Title</strong></td>
<td>Main Street Station Janitorial Services</td>
</tr>
<tr>
<td><strong>Item Description</strong></td>
<td>Valley Regional Transit is seeking qualified and experienced Vendors/Contractors (individuals or firms) to submit bids to provide janitorial services for “Main Street Station” per the scope, specifications, terms and conditions and schedule. VRT shall provide all sundries, supplies and materials necessary to perform all janitorial services listed in this contract. Bidder shall provide all services, equipment and labor needed to complete the scope as described.</td>
</tr>
<tr>
<td><strong>Project Site Walk</strong></td>
<td>Project Site Walk appointments can be scheduled the week of December 9th through December 13th. All potential Bidders are encouraged to schedule a site walk prior to submitting a bid. Site walks can be scheduled via the point of contact for this solicitation.</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>Contract Performance time shall be for two (2) base years, with options to extend for one (1) one year option. The contract will begin on an agreed upon date between VRT and the successful Bidder.</td>
</tr>
<tr>
<td><strong>Deadline for Submittal</strong></td>
<td>Submittals Due: December 23, 2019, 5:00 p.m. MDT (received by email or hand delivery by this time).</td>
</tr>
</tbody>
</table>
| **Direct Inquiries and Send Submittals to** | Kelly Jakovac, Procurements Administrator  
procurement@valleyregionaltransit.org  
208.258.2795 |
| **Format of Submittals** | Electronic submittals in PDF format or hand delivered paper submittals must be received by VRT by the date and time in the “Deadline for Submittals” section above. No exceptions. Send electronic submittals to Kelly Jakovac, Procurements administrator. Email responses to: procurement@valleyregionaltransit.org |
| **Mailed or Delivered Replies to:** | Valley Regional Transit  
Attn: Procurement Department – RFP 2019-11-29  
700 N.E. 2nd Street Suite 100  
Meridian ID 83642  
Offerors are responsible for verifying receipt by VRT of the submittals if needed. |
| **Clarification of Submittals** | During the evaluation of submittals, VRT reserves the right to:  
- Contact any or all Offerors for additional information for clarification purposes,  
- Discard submittals which contain errors, or  
- At its sole discretion, waive disqualifying errors or gain clarification of errors or information. |

Bidder Name: ____________________________________________
REQUEST FOR BIDS
RFB 2019-11-29
Main Street Station Janitorial Services

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeline</th>
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</thead>
<tbody>
<tr>
<td>RFB Issue Date</td>
<td>November 29, 2019</td>
</tr>
<tr>
<td>Project Site Walk (Appointments)</td>
<td>December 9th 13th, 2019, 5:00 p.m. MT</td>
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<tr>
<td>Questions Due</td>
<td>December 16, 2019, 5:00 p.m. MT</td>
</tr>
<tr>
<td>Submittal Due</td>
<td>December 23, 2019 5:00 p.m. MT</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>December 27, 2019</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>January 6, 2020</td>
</tr>
</tbody>
</table>

PART I

Valley Regional Transit is a Regional Public Transportation Authority in southwest Idaho with a 26 member Board, made up of local and government representatives, in Ada and Canyon Counties in southwestern Idaho. VRT is responsible for public transportation services operated within and between the city limits of Boise, Garden City, Nampa, Caldwell, and Meridian, Idaho. Valley Regional Transit was created as a single authority to be responsible for providing public transportation and coordinating services within the authority’s jurisdiction boundaries. VRT was formed by citizen referendum as outlined in Idaho Code, Title 40, Chapter 21. Valley Regional Transit may contract for services with public entities to carry out the purposes of Chapter 21 (40-2109(4)).

INFORMATION TO BIDDER

1. GENERAL: These instructions form part of the contract documents and shall have the same force as any other portion of the contract. All Bidders should review the proposed contract elements and any supplemental documents. All the terms and conditions of the agreement are binding on the successful Bidders failure to comply may subject the Bidder to immediate rejection. Valley Regional Transit reserves the right to determine whether any bid meets the specifications in this document.

2. BIDDERS RESPONSIBILITY: Valley Regional Transit has made every attempt to provide all information needed to thoroughly understand the project's terms, conditions, and requirements. By submitting a Bid, the Bidder represents that it has investigated and agreed to all terms and conditions of this RFB.

3. AVAILABILITY OF RFB PACKETS: Packets are available and may be downloaded from Valley Regional Transit's website at www.valleyregionaltransit.org.

4. SUBMITTAL TO VALLEY REGIONAL TRANSIT: Bidders are expected to thoroughly examine the scope of work, terms, and conditions of the RFB. Bidder’s terms, conditions, and prices shall constitute a firm bid to Valley Regional Transit that cannot be withdrawn by the Bidder for ninety (90) calendar days after the RFB closing date, unless a longer time period is specified by Valley Regional Transit in the RFB.
5. **DELIVERY OF BIDS TO VALLEY REGIONAL TRANSIT:** Your signed Bid must be received at Valley Regional Transit, 700 NE 2nd Street, Suite 100, Meridian, ID 83642 on or before **December 23, 2019 @ 5:00 PM MT, and must be and plainly marked RFB 2019-11-29 Main Street Station Janitorial.** Bids may be hand delivered or emailed in pdf format to procurement@valleyregionaltransit.org, US Mailed, or carrier shipped and received by the time noted above. It is the responsibility of the bidder to obtain verification that bids were received. There will not be a public bid opening for this RFB.

6. **SIGNED BIDS:** All Bids must be signed. Bids not signed will be disqualified and considered non-responsive.

7. **LATE BIDS:** Bids received after the date and time indicated herein shall not be accepted. Requests for extensions of the Bid closing date or time will not be granted. Senders mailing Bids should allow sufficient mail time to ensure timely receipt of their Bids before the deadline, as it is the sender’s responsibility to ensure their Bid arrives before Bid closing date and time.

8. **WITHDRAWAL OR MODIFICATION OF BIDS:** Bids may not be modified after the closing date. Bids may be withdrawn by senders before Bid closing date upon written request of the official who is authorized to act on behalf of the sender.

9. **INQUIRIES, CORRESPONDENCE, REQUESTS FOR CHANGES OR CLARIFICATION:** Vendors shall notify Valley Regional Transit of any ambiguity, inconsistency, or error that they may discover upon examination of these documents. All questions and requests for clarification or modification of the RFB shall be emailed to the procurements administrator, Kelly Jakovac at: procurement@valleyregionaltransit.org Bidders are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to Valley Regional Transit and the advantage to Valley Regional Transit of the proposed change. **Written questions are due not later than December 16, 2019 ;00 p.m. MT.**

If Valley Regional Transit determines any changes are necessary an addendum will be issued incorporating any changes that have been approved; all interpretations, corrections or changes of this document will be made by addendum. Interpretations, corrections, or changes of this document made in any other manner will not be binding and vendors shall not rely upon such interpretations, corrections, or changes.

10. **ADDENDA:** Modification to this RFB shall be made only by written addenda and posted on VRT’s website. Verbal instructions, interpretations, and changes shall not serve as official expressions of Valley Regional Transit, and shall not be binding. Any interpretations, corrections or changes of this document will be made by posted Addendum only. Any interpretations, corrections or changes of this document made in any other manner will not be binding and Bidders are not to rely on them.

   A. Bidders shall consider all addenda and any/all resulting Bidders cost adjustments or other changes resulting from said addenda shall be taken into consideration by Bidders and must be included in their Bids.

   B. Any Bidder who contacts and receives information regarding this Bid from any other source risks disqualification for violation of the procedures established to ensure that this Bid is conducted fairly and equitably.
11. **BIDDER RESPONSIBILITY:** Bidder responsibility is required under this RFB. Each Bidder must include all professional services, equipment, transportation, freight, special services, and other work described or otherwise required herein and/or necessary in order to perform the services required. The Bidder shall be complete and specific in every detail.

12. **EXPERIENCE AND QUALIFICATIONS:** Bidder may be required upon request of Valley Regional Transit to substantiate that bidder and its proposed sub Bidders have skill, experience, licenses necessary and financial resources to perform the contract in a satisfactory manner and within the required time.

13. **SUBCONTRACTING:** The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Bidder assumes the following responsibilities: (1) serves as the sole general Bidder with Valley Regional Transit; (2) assumes full responsibility for the performance of all its sub Bidders, joint ventures, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its Bid documenting the financial standing and business history of each sub Bidder or joint venture; (5) submits copies of all subcontracts and other agreements proposed to document such arrangement and; (6) guarantees regular site visit inspections, check-ins or physical presence to oversee subcontractors not less than twice a week. Without limiting the foregoing, any such legal documents submitted under item # 5 above must (a) make Valley Regional Transit a third-party beneficiary thereunder; (b) grant to Valley Regional Transit the right to receive notice of and cure any default by the successful Bidder under the document; (c) pass through to Valley Regional Transit any and all warranties and indemnities provided or offered by the sub Bidder or similar party and; (d) pass through to sub-contractor all terms and conditions implied or listed herein.

14. **EVALUATION CRITERIA AND AWARD OF CONTRACT:** The award of the contract will be made to the responsive and responsible Bidder whose bid is most advantageous to Valley Regional Transit. Award may be made without negotiation or discussion of Bids received; Bids should be submitted initially on the most favorable terms possible. Selection of the successful Bidder will be based on information provided in response to the RFB including evaluation of Bids according to Valley Regional Transit specified criteria of cost, quality of products offered as determined by Valley Regional Transit, reference checks, company and employee history, consideration of any exceptions taken to Valley Regional Transit specifications and/or proposed contract terms and conditions, earliest delivery time.

A) If a single Bid is received in response to this RFB, Valley Regional Transit will be required to perform a detailed cost/price analysis in order to award the contract. A Bid Evaluation/Negotiation Committee will perform the overall evaluation process.

B) Valley Regional Transit may, following receipt and evaluation of Bids and any allowed Best and Final Offer procedures and reference checks, negotiate with the apparent low responsive and responsible Bidder. In addition to any other negotiation criteria described herein, VRT may negotiate to ensure the submitting vendor has a clear understanding of the scope of work required and requirements that must be met, ensure that the vendor will make available the required personnel and facilities to satisfactorily perform the contract, or agree to any clarifications regarding scope of work or other contract terms. During negotiations adequate procedures will be used to ensure that any information, including price, from competing Bids is not revealed. If
negotiations are unsuccessful, they shall be formally terminated and VRT may undertake negotiations with the next ranked submitting vendor.

15. VALLEY REGIONAL TRANSIT PREROGATIVE: Valley Regional Transit reserves the right to contract with any single firm or joint venture responding to this RFB (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFB does not commit Valley Regional Transit to negotiate a contract, nor does it obligate Valley Regional Transit to pay for any costs incurred in preparation and submission of Bids or in submission of a contract. Valley Regional Transit reserves and holds at its discretion the following rights and options in addition to any others provided by Valley Regional Transit: (1) to reject any or all of the Bids; (2) to elect to cancel the solicitation; (3) to waive minor informalities and irregularities in Bids received; (4) to enter into a contract with any combination of one or more prime Bidders, sub Bidders, or service providers; (5) to approve or disapprove the use of proposed sub Bidders and substitute sub Bidders; and (6) to negotiate with any, all, or none of the respondents to the RFB.

16. INTENT TO AWARD: Upon completion of the solicitation evaluation Valley Regional Transit will provide to all Bidders a Notice of Intent to Award.

17. EXECUTION OF CONTRACT: All required bonds (if any) and insurance certificates, see § 9, Insurance in Part II, below, must be received at Valley Regional Transit’s Administrative Office no later than ten (10) calendar days after the date of notification of award by Valley Regional Transit. In the event apparently successful Bidders do not submit any or all of the aforementioned documents on or before the required deadline, Valley Regional Transit may award the contract to another Bidder; in such event, Valley Regional Transit shall have no liability and said party shall have no remedy of any kind against Valley Regional Transit.

18. PROTEST OF BIDDER SELECTION OR CONTRACT AWARD: Any actual or prospective Bidder who is aggrieved in connection with the selection of a Bidder or award of the contract or Bids may submit a protest to Valley Regional Transit’s Procurement Officer, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or: procurement@valleyregionaltransit.org. The protest will be submitted in writing within seven (7) days after such aggrieved person knows or should have known the facts, which give rise to the protest. The protest must set forth in specific terms the alleged reason the Bidder selection or contract award is erroneous. Protest submissions should be concise, logically arranged, and clearly describe to VRT the grounds for the protest. A protest must include the following information: Name, address and telephone number of the protestor; identification of the contract solicitation number; a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and a statement as to what relief is requested.

19. DISADVANTAGED AND WOMEN’S BUSINESS ENTERPRISES: Valley Regional Transit has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of Valley Regional Transit’s contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful Bidder selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
20. NONDISCRIMINATION: Valley Regional Transit will not discriminate with regard to race, color, creed, national origin, sex, age, or disability in the consideration for award of contract.

21. AWARD OF CONTRACT: In the event apparently successful Bidder does not submit any or all of the aforementioned documents on or before the required deadline, Valley Regional Transit may award the contract to another Bidder; in such event, Valley Regional Transit shall have no liability and said party shall have no remedy of any kind against Valley Regional Transit.

22. ENGLISH LANGUAGE ONLY: Bids submitted in response to this solicitation shall be in the English language. Bids received in other than English shall be rejected.
PART II: SPECIAL CONTRACT TERMS AND CONDITIONS

1. **TAXES**: Valley Regional Transit is exempt from Federal and State taxes and will execute the required exemption certificates.

2. **TERMINATION FOR IMPOSSIBILITY**: Valley Regional Transit may terminate this contract for Impossibility in the event that funding source fails in any fiscal year to appropriate or otherwise makes available sufficient funds.

3. **TERMINATION FOR DEFAULT**: Valley Regional Transit may terminate this contract for diminished service or scheduling by the Bidder, failure by the Bidder to comply with the contract requirements; failure by the Bidder to implement the contract or perform in a timely manner.

4. **TERMINATION**: Valley Regional Transit may terminate this contract, in whole or in part, at any time by written notice to the Bidder when it is in Valley Regional Transit’s best interest.

   A. The Bidder shall be paid only for work performed under the terms and conditions of the contract up to the time of termination. The Bidder shall promptly submit its termination claim to Valley Regional Transit to be paid. If the Bidder has any property in its possession belonging to Valley Regional Transit, the Bidder will account for the same, and dispose of it in the manner Valley Regional Transit directs.

   B. If the Bidder fails to perform in the manner called for in the contract, or if the Bidder fails to comply with any other provisions of the contract, Valley Regional Transit may terminate this contract for default. Serving a notice of termination on the Bidder setting forth the manner in which the Bidder is in default shall effect termination. The Bidder will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

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

   D. Valley Regional Transit in its sole discretion may, in the case of a termination for breach or default, allow the Bidder ten (10) days in which to cure the defect. In such case, the notice of termination will include the time period in which cure is permitted and other appropriate conditions.

   E. If Bidder fails to remedy to Valley Regional Transit’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Bidder of written notice from Valley Regional Transit setting forth the nature of said breach or default, Valley Regional Transit shall have the right to terminate the Contract without any further obligation to Bidder. Any such termination for default shall not in any way operate to preclude Valley Regional Transit from also pursuing all available remedies against Bidder and its sureties for said breach or default.
F. In the event that Valley Regional Transit elects to waive its remedies for any breach by Bidder of any covenant, term or condition of this Contract, such waiver by Valley Regional Transit shall not limit Valley Regional Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

5. BREACHES AND DISPUTE RESOLUTION

A. Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by Valley Regional Transit's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Bidder mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Bidder shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Bidder and the Bidder by the decision.

B. Performance During Dispute - Unless otherwise directed by Valley Regional Transit, Bidder shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

D. Remedies - All claims, counterclaims, disputes and other matters in question between Valley Regional Transit and the Bidder arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Idaho.

6. SAVE HARMLESS: Bidder shall defend, indemnify and hold harmless Valley Regional Transit from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Bidder, its employees, agents, or sub Bidders under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any VRT or federal statute, law, regulation or act. Bidder shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of Valley Regional Transit.

7. INDEPENDENT BIDDER: Prime-Bidder and any consultants or sub-Bidders retained by Prime-Bidder shall at all times and for all purposes under this Agreement be considered independent Bidders. Prime-Bidder and any consultants or sub-Bidders retained by Prime-Bidder are not employees of Valley Regional Transit. They are not entitled employee benefits nor do they operate under the direct supervision and control of Valley Regional Transit, but are required to utilize independent judgment and professional skills under the parameters of this agreement.
8. **INSURANCE:** Prime-Bidder shall procure, maintain, and keep in force, at Prime-Bidder expense the insurance coverages as required below. Proof of insurance will be required prior to signing contract. Prime-Bidder shall provide Proof of Insurance to VRT prior to award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Prime-Bidder shall have and maintain, at Prime-Bidder expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

**Commercial General and Umbrella Liability Insurance.** Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Bidders, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than $1,000,000 each occurrence and $2,000,000 in the aggregate.

**Workers’ Compensation.** Where required by law, the Bidder and its sub Bidders, if any, shall maintain all statutorily required Workers Compensation coverage. Coverage shall include Employer’s Liability, at minimum limits of $500,000 per Accident, $500,000 Disease -- $1,000,000 Policy Limit. The Bidder must maintain coverage issued by a surety licensed to write workers’ compensation insurance in the State of Idaho or from a surety issued an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

**Automobile Liability.** Automobile Liability Insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than $1,000,000.

9. **INVOicing:** The awarded Prime-Bidder will submit all invoices by mail or email, with supporting documentation to:

Valley Regional Transit, Attn: General Accounting, 700 NE 2nd Street, Suite 100, Meridian, ID 83642, or email generalaccounting@valleyregionaltransit.org.

Valley Regional Transit processes invoices bi-weekly. The awarded Prime-Bidder can expect Valley Regional Transit to issue and mail or ACH payment within 45 days after receipt of invoice with the terms set forth within this RFB.

10. **GUARANTEE:** The successful Prime-Bidder will guarantee that the services, items and equipment being provided will meet or exceed the minimum specification requirements set forth herein. If Valley Regional Transit finds that the service or equipment supplied does not conform to these specifications or subsequently falls out of compliance during the term of the Agreement, the Prime-Bidder will be required, at their expense, to make all corrections necessary to bring the service and/or equipment into compliance.

11. **STOP WORK ORDER:** Any “Stop Work Order” given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or their assigns.

12. **CONTRACT ADMINISTRATION:** The Procurement Officer of Valley Regional Transit
shall be the administrator for this contract.

PART III: SCOPE OF WORK

The Bidder shall provide all required Janitorial Services for the Main Street Station facility located at 777 Main Street, Suite 170, Boise, Idaho as described below. Cleaning services include but are not limited to dusting, sweeping, mopping, window cleaning, surface wiping, toilet and sink cleaning, trash removal, and other associated janitorial and related tasks. Additional alternate tasks are also described and listed below. The work shall be completed after hours – between 10pm and 5am Monday through Saturday. Workers will be required to pass a City of Boise background check. VRT will provide all cleaning agents but bidder should expect to provide all equipment needed to provide the services listed below such as vacuums, mops, brooms, waxing equipment and pressure washers as needed. See below for additional details and conditions.

PART IV: BIDDER REQUIREMENTS

General Expectations:

It is expected that the following items will be completed, included, provided or otherwise given at no additional cost to the contract other than the final noted price. Additional charges or supplemental fees for the items below will not be allowed, with the exception of add alternates, which will be priced separately.

1. VRT reserves the right to make necessary scheduling changes at no additional cost based upon the schedule of bus operations. Work is expected to only occur after the public has left the facility and the facility is closed. The facility is open between 5am and 10pm M-F and from 7-7 Sat. All cleaning must occur outside of these operational hours. The bus schedules may be adjusted to run earlier or later in the day depending on operations. When bus schedules are changed and subsequent cleaning schedules are adjusted VRT will provide written notice 30 days prior to the change. Any such changes shall be communicated to the Bidder in writing.

2. Employees working on site will be required to pass a City of Boise background check prior to being given access to the site after hours. While VRT is a separate government entity from the City there is a small police office located in the site. Cleaning this site requires the cleaning contractor to enter the workspace where BPD computers are located. Before being allowed to enter this area employees are required to obtain a City vendor card. The background check is a no-cost service for City contractors and can be obtained after fingerprinting and a brief interview. This service occurs at City hall adjacent to Main Street Station and may take up to an hour. The check is required to be scheduled several days in advance. Employees working on site without a city vendor card will be asked to leave and the contract may be cancelled for cause at that time. No employees will be allowed to work on site without an approved background check and visible city vendor card required to be worn in a visible place at all times.

3. Employees working on site will be required to be in uniform. Uniforms may consist of hats, coats, pants shirts or other apparel, but should always have the name of the company in a clear and legible location visible to security and other staff. A minimum of a shirt with the company name is required. Reflective safety vests are required when on the ramps or drive aisles other than in designated pedestrian pathways.
4. A limited number of access cards will be issued to employees to enter controlled access portions of the site. While any number of background checked employees may work on the site, it is unlikely that more than three access cards will be issued at a time. Propping doors open to avoid careful access control is not allowed. Lost cards will result in a $10/fee per card.

5. Parking is limited at the site and is generally reserved for Boise Police. A limited number of select parking spaces are available for workers while on site. Parking outside of noted parking spaces, in reserved BPD or bus stalls is not allowed. Parking at street level on Main Street is not allowed without express permission from VRT and VRT’s partners.

6. General good behavior is expected of employees and persons on site at all times. Loud music, excessive wasted time on site, time spent chatting with security or others should be avoided. Profanity, crude language or inappropriate behavior by employees to each other or to VRT staff, the public or security is not allowed.

7. VRT expects to see and monitor building management related items but if the janitorial service providers notice behavior by security, broken or failing equipment, leaks or other items of concern, notice should be given to VRT staff in a prompt and clear manner. VRT expects that all necessary supplies will be on site and replaced as needed, but if janitorial staff notices equipment, supplies, sundries or cleaning materials getting low that information shall be promptly and clearly communicated to VRT staff. VRT staff may also ask janitorial staff to pass that information on to supply vendors directly in some cases.

8. Bidder shall establish a Quality Control Program for the performance requirements of this contract and shall provide a final copy to VRT no later than 30 days after contract award. Bidder shall maintain the quality control program throughout the contract performance. VRT and the Bidder contract liaisons may review the Quality Control Program quarterly. The Quality Control Program shall include, at a minimum, the following:
   a. An inspection system covering all work tasks. A Bidder-designed inspection check-off list shall be developed and shall be signed by cleaning staff, on the last cleaning day of each month and be submitted by Bidder with monthly invoices. The check-off list shall be kept in each area janitor closet and in a current status after each day of performance. The check-off list shall cover all work tasks stated in the contract.
   b. Bidder shall maintain adequate records of all inspections made on cleaning staff to indicate, at a minimum, the nature (when, where, what) and number of inspections made; name of the inspector; the number, location, type of deficiencies found, and the corrective action taken for deficiencies.
   c. A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

9. VRT expects that safety will be emphasized wherever prudent and will be a top priority on site. The Bidder is required to strictly adhere to all safety precautions, regulations, and requirements. Safety shall be a top priority. The Bidder is required to train its staff on how to handle materials, equipment, supplies, and processes to maximize the safety of the cleaning staff, VRT staff, and of the general public within the facilities. This includes, but is not limited to, ensuring all floor surfaces are not slippery, no trip hazards are left, no corrosive chemicals are left on surfaces, etc. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the Bidder or its employees. The Bidder will provide, place or remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations. The Bidder shall maintain
suitable practices, methods, and procedures designed specifically for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly adhered to by the Bidder. In the event of an accident resulting from the negligence of the Bidder, the Bidder shall be fully liable for injuries caused to affected persons and/or property. It is expected that the Bidder will train its staff with respect to safety precautions and maintain a safe working environment on VRT premises. Because the existence of hazardous substances in the work environment and in products used in the performance of this contract may pose a significant health hazard, VRT requires all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment. Bidder, through cooperation with VRT, is responsible to provide for the control and disposal of any and all hazardous substances in a safe and environmentally sound manner, in compliance with all pertinent VRT and federal laws.

10. Additional Services Performed. No claim for additional work performed or materials furnished by Bidder other than stated herein shall be allowed by VRT unless it is ordered by VRT in writing. Any additional work accomplished or materials furnished by Bidder without a written order shall be at Bidder’s risk, cost or expense. Bidder further agrees that unless a written order is received, it shall make no claim for liability or compensation for work or materials so furnished. No claim for extra work done or materials furnished by the Bidder other than stated herein shall be allowed by VRT unless it is ordered by VRT in writing. Any additional work accomplished or materials furnished by the Bidder without a written order shall be at the Bidder’s risk, cost or expense. The Bidder further agrees that unless a written contract amendment is received, it will make no claim for liability or compensation for work or materials so furnished.

11. Bidder must supply experienced janitorial supervisors for employee supervision. The supervisors will provide continuous inspection and supervision of the work during the entire time staff is located within the building. This means that a supervisor must be in the building with the workers during the entire cleaning shift. The Bidder or a competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services. Bidder will be required to attend periodic meetings, if scheduled, with VRT and building occupants to discuss contract performance. These meetings are mandatory and will be attended by the Bidder or designated representative and whomever else may be deemed necessary. Staff are not allowed to clean the facility by themselves for safety reasons. A minimum of two employees must be on site at all times.

12. Bidder warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. VRT’s acceptance of services provided by Bidder shall not relieve Bidder from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, VRT may, at Bidder’s expense, require prompt correction of any services failing to meet Bidder’s warranty herein. Services corrected by Bidder shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

Cleaning descriptions and requirements by area or type:

1. Hard Floors - VCT (Vinyl Composition Tile), Ceramic Tile Flooring and Concrete Flooring (including stairs): These surfaces include inside restrooms, concrete public walkways inside the conditioned areas, exterior concrete sidewalk areas adjacent to bus loading areas, staff breakrooms and restrooms, stairs, the elevator, street level lobby and vestibule, mop sink room, janitorial supply room, facility maintenance/electrical room, north pump room and server
room. All rooms shall first be swept free of debris, then damp mopped with a disinfectant cleaner. Stains shall be treated and sticky spill areas or spot cleaning may be required. A vacuum may be used in hard to sweep areas. Mechanical rooms, the janitorial supply room, server room, exterior concrete sidewalk areas adjacent to bus loading areas and mop sink room can all be mopped as needed for spills or other excessive dirt build up but must be swept every scheduled time as directed. Exterior sidewalks may be blown off rather than swept, but spot cleaning or mopping of spill or refuse areas should be included at all times. Some areas such as interior conditioned walkways will require sweeping and mopping under benches or tables, moving chairs prior to service, etc. While sweeping, excessive and exceptional attention should be given to all slider door thresholds, which should be swept and carefully cleared of all refuse, small rocks, rock salt or other debris, including under breakaway panels. A vacuum may be used provided all debris is removed.

2. Carpet: Carpet shall be vacuumed using a commercial vacuum with a power head, vacuum all edges with proper cornering tool, as needed. Spot clean as necessary. Chairs and chair roller pads should be moved as needed. Movable furniture such as rolling file cabinets, trash containers and miscellaneous movable items should be moved out of the way before vacuuming. Vacuuming service should occur under desks, tables and countertops and always be done with a vacuum with a chamber than can be emptied. Disposable bag units are not allowed. Carpet areas also include the walk off mat area in the street level vestibule.

3. Restrooms: Restrooms shall be cleaned and sanitized at all toilets, urinals, lavatory fixtures and, sinks, seats and other hard surfaces with a disinfectant. Clean all dirt and soap scum from base of faucets and fixtures on sinks, stools and pipe work. Clean mirrors free of splatters, streaks and smudges. Wipe down all surfaces including partition walls and toilet or urinal surrounds.

4. Trash Removal: Trash removal shall include emptying waste receptacles, removal and replacing of bags and transport of all trash to assigned compactors. Cardboard boxes shall be broken down for recycling bins. Spot wiping and disinfecting of spills and stains in trash receptacles shall be completed as needed. Trash receptacles exist in every room and some rooms such as customer service include several bins. Also included in trash removal is pickup and disposal of any trash dropped, discarded, blown into or left inside the facility. Items such as cigarette butts in the drive aisle, schedules discarded and blown into or left inside the facility. Items such as cigarette butts in the drive aisle, schedules discarded and blown into the drive aisles, trash or other refuse on the ground anywhere in the facility. Leaves blown into the site are not included.

5. Dusting: Dusting shall occur at all assigned work areas, horizontal surfaces and areas where dust can collect such as on top of appliances and vending machines. Dusting will involve moving or adjusting minimal equipment on desktops (minimal paper, mice, mouse pads, keyboards, pen containers, tape, staples, phones, etc) to dust or wipe underneath as needed. Dusting shall also include surfaces of windowsills, glass window framing surfaces, TV's and door frames. Hard surfaces such as fire extinguisher surfaces and concrete masonry wall metal framing shall be dusted along with other flat surfaces provided the surface does not have high dust buildup, in which case the built up surface should be wiped with a disinfectant, then returned to the regular dusting schedule.

6. Disinfectant Wipe: Disinfectant shall be used on all surfaces regularly touched, exposed to or highly trafficked by human contact. Surfaces include but are not limited to stair rails, walls, elevator walls and button areas, door frames, door handles or door surfaces, trash can lids,
benches and drinking fountains. Spot cleaning may be necessary to remove stains, stickers or built up hard water stains or other buildup from benches or trash can lids and other locations. Footprints or feet marks should be wiped from wall areas or from doors. Carpet trim surfaces or baseboards collecting dust should be wiped as needed. While staff are responsible for cleaning their dishes, a disinfecting wipe of the break room tables, countertop and sink are required. Metal door frames, metal window framing or other surfaces with excessive dust buildup will require wiping. Chair frames including chair legs are required as well.

7. **Dispenser Filling:** Dispensers are found throughout the facility, and include hand sanitizer, hand towels, hand soap, air fresheners and others. Dispensers include the items to be dispensed and usually some type of battery. Refilling of dispensers should occur when they near an empty state, based upon the judgement of janitorial staff. Dispensers should not run out between janitorial services. Hand towels should be replaced when the roll falls below 1/5 of full status or lower. Batteries should be changed as needed or twice per year, whichever occurs first. Facility maintenance staff can direct janitorial staff on how to swap out batteries as needed on all types of dispensers. Air fresheners include two scent disks that should be changed out quarterly, or when janitorial staff can no longer smell the scent element upon inspection, whichever comes first. Scent elements should be checked on the same rotation that hand towel dispensers are checked.

8. **Surround Glass Cleaning:** Glass panes immediately adjacent to doors (on all sides and above) or inside of actual doors should be cleaned with a mild glass cleaner and wiped down to avoid streaking or spotting. Care should be taken to avoid damaging artistic displays placed on glass surfaces. Taped papers or fliers should be removed from all glass panes and glass wall surfaces.

9. **Window Cleaning:** Outside of regular door and surround glass cleaning, window panes not previously washed should be included in window cleaning. These surfaces include windows - inside and out - that may be partially or fully blocked by art or shading. Bulletin board glass shall also be included in this schedule. Glass shall be cleaned with a mild glass cleaner and wiped dry avoiding spots and streaks. If hoses and squeegee equipment are used water catching or water protection equipment must be placed under cleaning areas to avoid water damage on walls and paint.

10. **Floor Waxing:** This service will occur on the sealed concrete areas of the lower level interior and require the application of a high quality wax including high solids for a notable shine. This service will occur after a detailed sweep and mop has occurred and involve wax application, buffing and removal of waste materials as per the wax manufacturer's specifications. This service is designed to make the lower level concrete shine sufficient to see light fixtures reflect on the concrete surface. Service with lower quality elements or without sufficient quality application to obtain this end will not be accepted. VRT can provide waxing agent, but contractor will need to provide mechanically powered waxing applicator and buffing machines.

11. **Deep Clean Wipe/Disinfectant:** As noted in the schedule, a deeper clean of areas to be wiped down, dusted, cleaned or disinfected will occur less frequently. Those items include the removal and wipe down of all lower level light fixtures (all fixtures lower than 14') in the conditioned space for bugs, dust and spider webs, removal and wipe down of lower level air vents and air returns (inside and out) to remove dust and buildup, wipe down of artistic awning flat surfaces (underside of art and the tops of metal framing – not the light area), wipe down
of outside camera housings, wipe down of exterior island bus bay signage for dust buildup including removal and replacement of magnetic numbers after cleaning including wiping down all of the metal sign framing, wipe down of interior metal bus wayfinding signage (3 large sign locations) and dusting and wipe down of white washed wall paint areas on the exterior sides of waiting island with either a dry dust mop or a mild and lightly wet disinfecting wipe as needed. Also included in this item is removal of street level walk off mat and sweeping or dusting under the framed mat area to remove dust and debris, then replacement of the framed mat.

12. **Add Alternate 1 – Carpet Shampoo Service:** This add alternate will include a disinfectant clean and shampoo of all carpeted areas in the facility. This work will entail removal of all non-secured elements and furniture on carpeted areas such as chairs or tables, shelving and light cabinets, trash bins, chair pads, copiers and other items. After the areas are clear an intense vacuum service will include edge vacuuming for particles trapped along wall edges or in other difficult to service areas. Once the carpeted areas are vacuumed a wet shampoo service will be completed, with a disinfecting and cleaning agent approved to disinfect and clean the carpet squares in the facility. The cleaning agent and equipment used should be robust enough to remove high traffic wear areas of dirt and carpet compression. The service for this effort will include immediate rinse or removal of cleaning agents sufficient to allow regular traffic to return without soap or residue buildup issues. This service will be required to occur on a Saturday night to allow for a full day of no staff traffic while carpet dries. Once the cleaning and service is complete, all staff equipment, tables, chairs and other items will be returned to the original locations. It is expected that, should this alternate be picked, that it will occur either bi-annually or annually. VRT will provide approved cleaning agents, equipment must be provided by contractor.

13. **Add Alternate 2 – Pressure Washing Sidewalk Areas:** This task includes sweeping and debris removal from all bus loading area sidewalk space, followed by spot stain removal that may or may not include spot scrubbing or brushing as needed, followed by high pressure washing or pressure head cleaning of all exterior sidewalk areas. As this service is likely to include a high level of overspray and wet surrounding areas, it should coincide with window cleaning service or the service should expect to wipe down wet areas to avoid leaving spots or streaks on any vertical surfaces. This service will remove all stains, spills or dirt and refuse buildup on sidewalk area loading platforms.

14. **Add Alternate 3 – Pressure Washing Drive Aisles:** This service is designed to remove any tire debris, trash overspill or other markings outside of guidance paint located in the drive aisles of the facility. This area includes the south parking areas, the oval shaped drive aisle surrounding the loading areas and both the entrance and exit ramps. This work includes blowing or sweeping all refuse from the drive aisle surfaces then hot or very high pressure washing to remove all stains from the concrete. This work is expected to remove all grime from the drive aisle areas.

15. **Add Alternate 4 – Daytime Valet Cleaning Service:** This task will be used to respond to select times and instances when a cleaning service is needed during the day, rather than waiting until the evening service. These items generally include spills, bodily fluid issues, major messes or failed equipment spills or otherwise. This service involves being available to come to the site by request (text, call or otherwise) within 90 minutes of notification and perform the limited cleanup needed. These issues generally include wiping up problem locations, mopping up spills or bodily fluids and limited wipe down services. This item should be priced on an as
needed basis, and performed as an on-call service. In the last year this service was requested approximately 6 times and took an average a 45 minutes to address once janitorial staff was on site. The calls for this service could come at any time, but generally come in the morning or early afternoon as issues that occur late in the day are generally left for the evening cleaning service.

Schedule of Cleaning by area or type:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Daily</th>
<th>Monthly</th>
<th>Bi-Monthly</th>
<th>Quarterly</th>
<th>Bi-Annually</th>
<th>Upon Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hard Floor Sweep and Mop</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>2. Carpet Vacuum</td>
<td>X</td>
<td></td>
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<tr>
<td>3. Restrooms</td>
<td>X</td>
<td></td>
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<tr>
<td>4. Trash Removal</td>
<td>X</td>
<td></td>
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<tr>
<td>5. Dusting</td>
<td>X</td>
<td></td>
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<tr>
<td>6. Disinfectant Wipe Down</td>
<td>X</td>
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<tr>
<td>7. Dispenser Filling</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>8. Surround Glass Cleaning</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>9. Window Cleaning</td>
<td></td>
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<td></td>
<td>X</td>
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<tr>
<td>10. Floor Waxing</td>
<td>X</td>
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<tr>
<td>12. Add Alternate 1 - Carpet Shampoo Service</td>
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<td>X</td>
</tr>
<tr>
<td>13. Add Alternate 2 - Pressure Washing Sidewalk Areas</td>
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<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>14. Add Alternate 3 - Pressure Washing Drive Aisles</td>
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<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>15. Add Alternate 4 - Daytime Valet Cleaning Service</td>
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<td></td>
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<td>X</td>
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</tbody>
</table>

PART IV: SPECIAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

METHOD OF AWARD

Selection of the successful Bidder will be based on information provided in response to the RFB including evaluation and review of Bids according to Valley Regional Transit specified criteria including total estimated cost, consideration of any exceptions taken to Valley Regional Transit specifications or contract terms and conditions.

Award will be to the most responsive and responsible bidder for the general monthly price of all items and may or may not include add alternates. Add alternate items may or may not be selected as part of the winning bidders contract, based upon price and other factors. It is possible that the winning firm will not be offered the chance to perform any of the add alternates. It is also possible that a non-awarded firm will be offered the chance to perform add-alternates under the terms of this contract without being awarded the basic full contract, should they choose to do so. Bidders may respond to the full general janitorial solicitation with no
alternates, the full bid with alternates or just alternates alone. Bidders should mark items or
alternates note selected as “No Bid” when a price is not provided.

**PART V: PRICING**

This section will provide **fully burdened pricing** including all capital, if any, and operating costs
associated with fulfilling the requirements of the Contract, such as rent, salaries, benefits, utilities,
supplies, overhead, licensing, insurance, start-up costs, transportation costs. The Prime-Bidder’s
Quotes shall be firm for at least 90 days to allow the VRT adequate time for progression through
award. This Part must be completed and returned as a part of your Quote.

**PRICING SCHEDULE**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000 Provide all standard required Janitorial Services for Main Street Station (items 1-11)</td>
<td>Per Month</td>
<td>$__________</td>
</tr>
<tr>
<td>0001 Add Alt 1 – Carpet Shampoo</td>
<td>Per Instance</td>
<td>$__________</td>
</tr>
<tr>
<td>0002 Add Alt 2 – Pressure Wash Sidewalk Areas</td>
<td>Per Instance</td>
<td>$__________</td>
</tr>
<tr>
<td>0003 Add Alt 3 – Pressure Wash Drive Aisles</td>
<td>Per Instance</td>
<td>$__________</td>
</tr>
<tr>
<td>0004 Add Alt 4 – Daytime Valet Cleaning Service</td>
<td>Per Instance</td>
<td>$__________</td>
</tr>
</tbody>
</table>
PART VI: BIDDERS INFORMATION, REFERENCES & CERTIFICATION

References

Please provide a listing of 3 references, their relationship to bidder, services performed and for how long, and contact information. Persons who do not respond to requests for information may adversely affect evaluation of bidder. Please provide contact information of persons who know they may be contacted and will respond.

Ref 1.
Name of Company:__________________________________________
Relationship to bidder (if any):________________________________
Type of work performed / how long:______________________________
Contact Person and Title:_____________________________________
Contact Phone:_________ Contact e-mail:_____________________

Ref 2.
Name of Company:__________________________________________
Relationship to bidder (if any):________________________________
Type of work performed / how long:______________________________
Contact Person and Title:_____________________________________
Contact Phone:_________ Contact e-mail:_____________________

Ref 3.
Name of Company:__________________________________________
Relationship to bidder (if any):________________________________
Type of work performed / how long:______________________________
Contact Person and Title:_____________________________________
Contact Phone:_________ Contact e-mail:_____________________

BIDDER’S INFORMATION & CERTIFICATION

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA(S):

<table>
<thead>
<tr>
<th>ADDENDA</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1.</td>
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</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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</tbody>
</table>

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the proposal invitation; and

2. That he/she agrees to all requirements, specifications, terms, and conditions of the proposal referenced above; and

3. That he/she will furnish the designated items(s) and/or service(s) as quoted in the Proposal; and

4. That he/she certifies under penalty of perjury that the Bidder is, to the best of his/her knowledge, not in violation of any Idaho tax law; and

5. That his/her company has been certified as one of the following registered business classifications:

6. DBE _____ Corporation _____ Other: identify: ____________________________

   Idaho Resident Bidder: Yes: _____ No: ______

7. Federal Tax I.D. Number: ___________ DUNS #: _____________

8. Register to do business with the U.S. Government on the System for Award Management; www.sam.gov (The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM.)

9. COMPANY INFORMATION:

   Name of Company: ____________________________________________________________
Firm's Address: 

Firm's Telephone: Fax: 

Contact Person and Title: 

Contact Phone: Contact e-mail: 

Project Manager Name (if different from Contact Person): 

Address where correspondence should be sent: 

Address where Payments should be sent: 

10. Listing of major sub-consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's; attach additional sheets if necessary): 

Bidder understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with Valley Regional Transit that incorporates the terms and conditions of the entire Request for Quotes. If a Contract Agreement is not contained within this Proposal Packet, then the Purchase Order, Purchase Order Terms and Conditions, this RFB Packet, and the Bidder’s response will constitute the contract in its entirety.

Bidder understands that this proposal constitutes a firm offer to Valley Regional Transit that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. Bidder agrees to deliver to Valley Regional Transit the required insurance certificates within ten (10) calendar days of the notice of award.

Bidders Company Name: 

Bidders Authorized Signature: 

Title: Date:
PART VII: FTA REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1. GENERAL: This Contract is subject to the terms of a financial assistance contract between Valley Regional Transit and the Federal Transit Administration (FTA) of the United States Department of Transportation.

2. DISPUTES:
   - **Performance During Dispute** – Unless otherwise directed by Valley Regional Transit, Bidder shall continue performance under this Contract while matters in dispute are being resolved.

   **Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose act he or she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

   **Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between Valley Regional Transit and the Bidder arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in VRT of Idaho.

   **Rights and Remedies** – The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by Valley Regional Transit or Bidder shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach thereunder, except as may be specifically agreed in writing.

   **Ineligible Bidders** - Neither Bidder, nor any officer or controlling interest holder of Bidder, is currently, or has been previously, on any debarred bidder list maintained by the United VRTs government.

3. **EQUAL EMPLOYMENT OPPORTUNITY (not applicable to contracts for standard commercial supplies and raw materials):** In connection with the execution of this Contract, the Bidder shall not discriminate against any employee or application for employment because of race, color, creed, national origin, sex, age, or disability. The Bidder shall take their employment, without regard to their race, religion, color, sex national origin, etc. Such actions 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. Bidder further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

4. **TITLE VI CIVIL RIGHTS ACT OF 1964:** The following requirements apply to the underlying contract:
**Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Bidder agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract.

**Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statues, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

**Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

**Disability** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, “29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

The Bidder also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

**Policy** - It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds
under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.

**DBE Obligation** - Valley Regional Transit and the Bidder agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this agreement. In this regard, Valley Regional Transit and Bidder shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. Valley Regional Transit and Bidder shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted Contracts.

**Transit Vehicle Manufacturers** - Transit vehicle manufacturers must certify compliance with DBE regulations.

6. **CONFLICT OF INTEREST:** No employee, officer, or agent of Valley Regional Transit shall participate in selection or in the award of administration of a contract if a conflict of interest real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer, or agent: (2) any member of his or her immediate family, (3) his or her partner, or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. Valley Regional Transit’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders, potential Bidders, or parties of sub-agreements.

7. **DEBARRED BIDDERS:** The Bidder, including any of its officers or holders of a controlling interest, is obligated to inform Valley Regional Transit whether or not it is or has been on any debarred bidders’ list maintained by the United VRTs government. Should the Bidder be included on such a list during the performance of this project, Bidder shall so inform Valley Regional Transit.

8. **FEDERAL CHANGES** (49 CFR Part 18)

**Applicability to Contracts** - The Federal Changes requirement applies to all contracts.

**Flow Down** - The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Federal Changes** - Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Bidder’s failure to so comply shall constitute a material breach of this contract.

9. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**Applicability to Contracts** - Applicable to all contracts.

**Flow Down** - Not required by statute or regulation for either primary Bidders or sub Bidders, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**Model Clause/Language** - While no specific language is required, FTA has developed the following language.

**No Obligation by the Federal Government** -
1. The Purchaser and Bidder 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 Purchaser, Bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT VRTMENTS AND RELATED ACTS

Applicability to Contracts - These requirements are applicable to all contracts.
Flow Down - These requirements flow down to Bidders and sub Bidders who make, present, or submit covered claims and statements.
Program Fraud and False or Fraudulent Statements or Related Acts –

1. The Bidder 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 Bidder 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 Bidder 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 Bidder to the extent the Federal Government deems appropriate.

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

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

11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
(FTA Circular 4220.1F)
Applicability to Contracts - The incorporation of FTA terms applies to all contracts.
Flow Down - The incorporation of FTA terms has unlimited flow down.
Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F (also see Change 1), dated April 15, 1996, and 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 Bidder shall not perform any act, fail to perform any act, or refuse to comply with any Valley Regional Transit requests that would cause Valley Regional Transit to be in violation of the FTA terms and conditions.

12. GOVERNMENT-WIDE DEBARTMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Bidders, and sub Bidders (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, Bidders, and sub Bidders who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder is required to verify that none of the Bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or Bid, the bidder or Bidder certifies as follows:
The certification in this clause is a material representation of fact relied upon by Valley Regional Transit. If it is later determined that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to Valley Regional Transit 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 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.


**Flow Down**
FTA does not require the inclusion of these requirements in subcontracts.

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a VRT but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Bidder agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United VRTs or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Bidder access to Bidder’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Bidder shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Bidder agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. FTA does not require the inclusion of this requirement in subcontracts.