

**29-224**

REQUEST FOR PROPOSAL

RAILCAR CLEANING SERVICES

November 3, 2009

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

(this page left blank)

## TABLE OF CONTENTS

# REQUEST FOR PROPOSAL

29-224

## RAIL CAR CLEANING SERVICES

<b>Section</b>	<b>Page</b>
Intro Letter	4
Site Visit Schedule	5
Notices	6
Instructions to Offerors/Special Provisions	7-13
Status of Contractor Certifications	15-16
Contractor's Offer/Signature	17
Certifications	19-20
Part I – Terms and Conditions	21-24
Part II – General Provisions	25-32
<b>Attachments</b>	<b>Pages</b>
1. Statement of Work	33-38
2. Bid Schedules	39

**REQUEST FOR PROPOSAL  
29-224**

The Utah Transit Authority UTA, Salt Lake City, Utah, is requesting sealed proposals rail car cleaning services per the attached Bid Schedule and Statement of Work.

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

Any correspondence, questions, or requests for proposal packages should be directed to the Purchasing Department, Attention: Lee Childress, Utah Transit Authority, P.O. Box 30810, 3600 South 700 West, Salt Lake City, Utah 84130-0810, telephone: (801) 262-5626, Extension 3052.

**SEALED PROPOSALS MARKED "RAIL CAR CLEANING" SHOULD BE RECEIVED BY THE UTAH TRANSIT AUTHORITY, P.O. BOX 30810, ATTN: TIM BURGERT/PURCHASING DEPARTMENT, 3600 SOUTH 700 WEST, SALT LAKE CITY, UTAH 84130-0810 NO LATER THAN 5:00 P.M. MOUNTAIN TIME, NOVEMBER 23, 2009.** Any proposal received thereafter may be considered non-responsive and may not be evaluated. This procurement is a Request for Proposal (RFP). Proposals will be opened in private after the date and time stated above. A public opening will not be held.

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

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

John M. English  
General Manager  
Utah Transit Authority

## **SITE VISITS**

**Site visits are as scheduled below. Interested parties should meet at the main entrance of the each Division no later than the time shown. Location addresses are noted in the specifications. (Note: Actual times are dependent on the time required for the preceding site inspection but will not be earlier than the time shown.)**

### **Thursday, November 12, 2009**

<b>Salt Lake Intermodal Hub</b>	<b>9:00 AM</b>
<b>250 South 600 West</b>	
<b>Salt Lake City, Utah 84104</b>	

<b>Warm Springs, Salt Lake City</b>	<b>11:00 AM</b>
<b>900 North 500 West</b>	
<b>Salt Lake City, UT 84116</b>	

The Salt Lake Center Station (Salt Lake Intermodal Hub) is a high traffic area for UTA Buses, Greyhound Buses and TRAX/Frontrunner Trains. Parking is very limited and not allowed in the bus access yard. Contractors should park on the north side of 200 South or on 600 West by the UTA Central Bus Division.

**NOTICES**

**UTA WEB SITE SOLICITATION DOCUMENTS:** This solicitation is available for download on UTA's web site [www.rideuta.com](http://www.rideuta.com) under ***Doing Business/Open Bid Documents***. The solicitation is available in PDF format only. Contractors are responsible to revisit the web site from time-to-time for any amendments to the solicitation; failure to acknowledge the receipt of amendments may render offers non-responsive. These documents are available on the web site for your convenience only; UTA can not accept offers through the internet.

**QUESTIONS OR CONCERNS:** Questions or concerns regarding this solicitation should be addressed to the following individuals:

Tim Burgert  
Contract Buyer  
801-287-3019  
[tburgert@rideuta.com](mailto:tburgert@rideuta.com)

Mary Kay Bonica, C.P.M.  
Manager of Purchasing and Material  
801-287-3015  
[mbonica@rideuta.com](mailto:mbonica@rideuta.com)

For the purpose of this Solicitation, "Bid", "Proposal" and "Offer" and "Bidder", "Proposer" "Offeror" and "Contractor" are synonymous.

**INSTRUCTIONS TO OFFERORS AND SPECIAL PROVISIONS  
Proposal 29-224**

**RAILCAR CLEANING SERVICES**

**INSTRUCTIONS FOR BIDDING:** Proposals must be on the form furnished by the UTA and must be enclosed in a sealed envelope and endorsed, “**RAIL CAR CLEANING**”. The UTA will not accept proposals through the fax machine.

Requirements for this proposal are:

1. The Bid Schedules (Attachment 2) filled out completely for each product offered.
2. The data and acknowledgments required on pages 10, 12 & 13.
3. The Certifications (located on the pages indicated) must be signed and returned with the offer:
  - Contractor Status/Signature Page (pages 15-17)
  - DBE/Affirmative Action Statement (page 19)
  - Certification Regarding Debarment...(page 20)

**STATEMENT OF WORK:** The Contractor shall provide all equipment, labor, materials, cleaning supplies, restroom supplies and transportation necessary to provide cleaning services for the UTA Frontrunner passenger cars identified in the attached Statements of Work (Attachment 1).

**CONTRACT PERFORMANCE PERIOD:** Contract performance will commence on or about December 1, 2009. Performance under this contract will be for a period of four (4) years.

**COST AND PRICING:** The cost submitted by the offeror on the Bid Schedule(s) shall be the full and total cost for the services indicated on the Bid Schedule as identified in the RFP. All applicable costs, charges or fees shall be included as part of the price of the services, or listed as a separate item on, or attached to, the Bid Schedule.

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

**ADVANCE OR DOWN PAYMENTS:** The Utah Transit Authority (UTA) is funded by both State and Federal funds. Therefore, UTA is unable to allow advance or down payments. Materials and/services must be received and accepted prior to payment.

**PAYMENTS/ INSPECTION AND ACCEPTANCE:** UTA shall pay the Contractor, upon submission of proper invoices, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. Partial payments are not allowed under this contract/agreement. (See also “Pay Elements/Inspections & Invoice Deductions”).

**PAY ELEMENTS/INSPECTIONS & INVOICE DEDUCTIONS:** UTA will only pay for services received. Work will be monitored by using "Pay Elements". Pay elements reflect the "% value" of each required task. Pay elements and "% values" are identified in the Statement of Work.

Periodic inspections will be made by UTA Facilities personnel to verify that work is completed as required. Inspections will be made as determined necessary by the Facilities Manager, or his designated representative (hereinafter referred to as the "inspector"), and may be made based on the Contractor's performance throughout the contract. Inspections may be scheduled or unscheduled.

Invoice deductions will be made for services not received. Calculations will be based on the number of services, cars and/or pullouts involved and the Pay Element item not performed, as specified. (See example below). The percentage shown will be deducted from the amount paid for that line item for work not complete. Partial completion of an element does not constitute a partial percentage complete. The task is either complete or not complete.

Invoice deductions will be at the discretion of the Facilities Manager based on each situation encountered. Deductions will be fully documented and processed through the Manager of Purchasing and Materials. UTA is not in the habit of nor does it desire to make deductions under the contract; however, this vehicle is available if necessary.

Example 1: Intermodal Day Porter Service requires each car to be sanitized before pullout. The contract amount for the Day Porter Services is \$10.00 per pullout and the pay element percentage is 30%, the amount of \$3.00 would be deducted for that one pullout. If sanitation was not done for the entire day, the amount of \$72.00 would be deducted (based on the current 24 pullouts a day).

Example 2: The Statement of Work requires 21 cars to be cleaned each night. The total contract amount for one night's service for car cleaning is \$700.00. If the restroom in one car is not cleaned the deduction would be \$8.33.

$$\text{Calculation of deduction: } \frac{\$700.00}{21 \text{ cars}} \times 25\% = \$8.33 \text{ deduction}$$

If the Contractor completes ½ of the cleaning before the train must leave the garage, the deduction is still the same.

**CHANGE ORDERS/ADDITIONS TO THE CONTRACT:** UTA reserves the right to add services to the contract after award as new services are identified and required. New services shall be negotiated as an addition to the contract and added by Contract Change Order if determined to be in the best interest of UTA. All additions to the contract or changes in service in the contract will be made by written Change Order.

**INVOICES:** Original invoices shall be sent to the Utah Transit Authority, Facilities Maintenance, Attn: Rob Haider, P.O. Box 30810, Salt Lake City, Utah 84130-0810. Invoices shall be itemized and shall include, as a minimum, the information listed below. Separate invoices will be submitted for each location

- Contract Number
- Billing Period (Month)
- Location (e.g. SL Central Station; Warm Springs)
- Task Billed and Amount (List all tasks)
- Total Per Location

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

**FAILURE TO COMPLY WITH SPECIFICATIONS/STATEMENT OR WORK:** During the term of the contract, services performed that are not in compliance with the UTA specifications/statement of work will be deemed unacceptable and the Contractor will be notified immediately. The Contractor will correct the unacceptable condition within the established performance period, at no additional cost to UTA. If corrective action cannot be taken in the time required, deductions may be taken in accordance with the provisions entitled "Pay Elements/Inspections & Invoice Deductions".

**MATERIAL SAFETY DATA SHEETS (MSDS):** Any and all Material Safety Data Sheets (MSDS) applicable to any item or product called for under this proposal, or required for use on UTA property as a result of this proposal, must be submitted either with the contractor's proposal, or prior to the bid opening date under a separate cover letter, for approval. No product will be delivered to UTA or used on UTA property without prior approval by UTA; No contract will be awarded without this approval. A contractor's failure to submit an MSDS with their proposal may render their proposal non-responsive for that item.

MSDS's must be complete; products or materials will be approved or disapproved for use by UTA or on UTA property as a result of their review.

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

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

**CONTRACTOR SAFETY TRAINING:** *All Contractor personnel* shall attend the UTA Roadway Worker Protection class prior to working on or around the TRAX stations. Training should be scheduled by contacting the Program Manager.

**CONTRACTOR EMPLOYEE SUPERVISION:** At all times during performance of this contract, the Contractor shall have a supervisor assigned to, and on site, at each location being serviced. The Contractor shall provide the Facilities Manager, or the UTA employee assigned to the

applicable location, the name of each supervisor at each location. (Also see "Contractor Task Sheet" in the Statement of Work)

The on site supervisors must be fluent in speaking, reading and writing English. All shift personnel must be able to converse in English with UTA personnel.

**CONTRACTOR EMPLOYEES:** All contractor employees must be United States Citizens or otherwise legally permitted to work within the U.S. The contractor will be responsible and liable for ensuring employees meet this requirement. The contractor will also perform background checks on all personnel; findings will be made available to UTA if deemed necessary in the course of the contract.

**IDENTIFICATION OF EMPLOYEES/NAME TAGS:** The Contractor shall provide each individual working on UTA property with picture name tags or badges clearly identifying the individuals full name and the name of the company for which they are working. Tags will be worn at all time and easily visible.

In addition to name tags/badges, the Contractor shall maintain a complete list of all personnel they have working on UTA property. A copy of this list shall be submitted to the Program Manager prior to work starting and shall be updated with additions and deletions as personnel change. The Contractor shall be responsible for the collection of name tags of individuals no longer working under the contract and issuing new tags. Collected name tags shall be turned in to the UTA Program Manager or UTA Contract Administrator.

UTA security will, as deemed necessary by UTA, check individuals for proper identification. Those not wearing proper identification or not appearing on the employee list will be requested to leave the property. Removal of individuals due to the Contractor's failure to comply with this provision shall not delay contract performance or be grounds for claims against UTA.

**SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK:** The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (i) conditions bearing upon transportation, disposal, handling, and storage of materials; (ii) the availability of labor, water, electric power and roads; (iii) uncertainties of weather, river stages, tides or similar physical conditions at the site, (iv) the conformation and conditions of the ground; (v) the character of equipment and facilities needed preliminary to and during work performance.

Any failure of the Contractor to take the actions described and acknowledged in the above paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to UTA.

UTA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by UTA. Nor does UTA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of the Contract, unless that understanding or representation is expressly stated in this Contract.

**ENVIRONMENTAL MANAGEMENT SYSTEM:** UTA is ISO 14001 Environmental Management System (EMS) certified. Contractors who do business with UTA must be aware that their activities, products or services may affect UTA's ability to maintain the obligation of the EMS. A

partial list of these activities, products or services is available at the UTA website [www.rideuta.com](http://www.rideuta.com). If your business with UTA has the potential to impact the environment you will be required to submit additional environmental documents as required and provided by the UTA Environmental Compliance Administrator.

**CONTRACTOR REQUIREMENTS:** The contractor must possess any and all business licenses and or permits required by local, State and Federal regulations, rules and guidelines pertaining this contract. A copy must be provided with the contractors offer.

**LICENSES AND PERMITS / CONTRACTOR REQUIREMENTS:** The contractor must possess any and all business licenses and or permits required by local, State and Federal regulations, rules and guidelines pertaining this procurement. A copy of a current license/permit must be provided with the contractors offer.

**INSURANCE AND INDEMNITY:** Contractor is an independent contractor and is responsible to provide and pay the cost of all its employees' benefits. For the duration of this Agreement, Contractor shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:

Occurrence type Commercial General Liability Insurance ISO CG001, with an additional date of 11-88 or later, covering the indemnity and other liability provisions of this Agreement, with no exclusions of explosion, collapse nor underground hazards. The limits for this liability coverage shall have a general aggregate of not less than \$1,000,000.00 per occurrence and a Products and Completed Operations Aggregate of not less than \$1,000,000.00 per occurrence. UTA shall be named as an additional insured with respect to the liability coverage.

Automobile insurance covering owned, non-owned, and hired automobile with limits not less than \$500,000.00 combined single limit of coverage.

Workers compensation insurance conforming to the State of Utah statutory requirements covering all employees of Contractor, and any employees of its subcontractors, representative, or agents as long as they are engaged in the work covered by this Agreement. The policy shall also cover Employers Liability with limits no less than \$500,000.00 each accident, and each employee for disease.

Contractor warrants that this Agreement has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/consultant has been instructed to procure for Contractor the insurance coverage and endorsements required herein.

UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

UTA and Contractor hereby covenant and agree to indemnify and hold harmless the other party to this Agreement from and against any and all claims, causes of action, liability, damages, costs and expenses which said party may incur or which may be asserted against the other party as the result of the failure of such party to perform their obligations hereunder, including court costs and reasonable attorney's fees.

**INSURANCE CERTIFICATES:**

- a) All Certificates of Insurance should be on ACORD™ forms. No other forms or customized certificates will be accepted.
- b) UTA’s contract number should be included on all Certificates of Insurance or other related proof of insurance documents sent to UTA.
- c) All Certificates of Insurance or proof of insurance documents should be submitted to:  
 Utah Transit Authority  
 ATTN: Contracts Office Coordinator  
 P.O. Box 30810  
 Salt Lake City, UT 84130-0810
- d) If Contractor has any self-insured retentions or deductibles under any of the minimum required coverages outlined in the contract, Contractor must provide UTA with a letter, on an annual basis, providing current satisfactory evidence of financial responsibility for such obligations.

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

**SAFETY:** The Contractor shall comply with all OSHA, EPA, DOT and all other local, State and Federal regulations, rules and guidelines pertaining to safety and will be solely responsible for any fines, citations or penalties it may receive while working on this project.

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

If to UTA:  
Utah Transit Authority  
Attn: Tim Burgert  
P.O. Box 30810  
Salt Lake City, UT 84130

If to the Contractor:  
(Contractor complete address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ACKNOWLEDGMENT OF AMENDMENTS:** Amendments may have been issued during the bidding period that changed the RFP in some manner. If any were issued, the bidder must acknowledge their receipt by either returning a copy of the amendment with their proposal or by initialing the appropriate block below. Failure to acknowledge amendments may render the proposal non-responsive.

<b>AMENDMENTS ACKNOWLEDGED</b>	#1	#2	#3	#4	#5
------------------------------------	----	----	----	----	----

**PROMPT PAYMENT DISCOUNT:** Enter the prompt payment discount that will apply to all billings under this contract. Do not leave blank. (If not stated, invoices will be processed Net 15th Prox).

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

<b>CASH BILLING DISCOUNT</b>	_____ % _____ DAYS
------------------------------	--------------------

**CONTRACTOR EXPERIENCE:** Enter the names, telephone numbers and number of years of service of your customers in accordance with the paragraph entitled "Contractor Experience".

NAME & ADDRESS OF CLIENT	TELEPHONE	YEARS SERVED

(this page not used)

**STATUS OF CONTRACTOR:** The undersigned bidder/offeror certifies that it and each of its subcontractors possess an adequate supply of workers qualified to perform the work specified herein; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with prevailing wage requirements, minimum wages, maximum hours of work, and equal opportunity provisions contained in the general conditions of the contract.

This bid/proposal is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid/proposal.

If an **Individual:** \_\_\_\_\_ doing  
business as \_\_\_\_\_.

If a **Partnership:**

\_\_\_\_\_, (General Partner)

\_\_\_\_\_, (General Partner).

If a **Corporation:**

a corporation incorporated in the state of

If a **Joint Venture:** A joint venture comprised of

Name:

And

Name:

Business Address

Bidder/Offeror:

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_\_) \_\_\_\_\_

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

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

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

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

**LIST OF SUBCONTRACTORS**

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

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

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

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

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

(Contractors Name and Address)

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

(If Joint Venture or Partnership)

\_\_\_\_\_  
(Signature and Title & Date)

\_\_\_\_\_  
(Signature and Title If Joint Venture or Partnership)

**ACCEPTANCE OF OFFER/AWARD OF CONTRACT:** This confirms the acceptance of your offer on Request For Proposal 29-224 as accepted in our Notice of Contract Award. Contract award is for the items listed below or on the attached Price Schedule. This award consummates the Contract which consists of the Terms and Conditions of the RFP, any Amendments to the RFP and your Offer. No other contractual document is necessary.

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

The Contract Administrators for this contract is Tim Burgert. The Program Manager for this contract is Rob Haider. All correspondence regarding this contract should be addressed to Tim Burgert at 801-287-3019.

**UTAH TRANSIT AUTHORITY:**

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

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

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

Proposal 29-223

(this page not used)

## CERTIFICATION A

### AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

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

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

The Bidder/Offeror has given, or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the contractor's EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

Bidder/Offeror designates -- Name \_\_\_\_\_  
Title \_\_\_\_\_

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Offerors and UTA's office of EEO on all affirmative action efforts initiated and taken.

Bidder/Offeror will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the contractor's EEO and DBE requirements.

Bidder/Offeror agrees to make every reasonable good faith effort to utilize disadvantaged and/or women owned business enterprises in the performance of this contract. Bidder/Offeror will take affirmative steps to meet the DBE contract goals for disadvantaged businesses.

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

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

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

Signature \_\_\_\_\_

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

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

**CERTIFICATION B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS  
FINANCED IN PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, 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 contractor 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 proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space \_\_\_\_\_.

\_\_\_\_\_  
Signature of the Bidder or Proposer Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder or Proposer Authorized Official

\_\_\_\_\_  
Date

**PART I**

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

"Division" refers to specific UTA operating locations.

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

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

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

"Best Value" is the selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality and experience of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of greatest value to the UTA.

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

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are: Women; Black Americans (persons having origins in any of the Black racial groups of Africa); Hispanic Americans (persons of Mexican, Puerto Rican, Cuban, Central or South American or of the Iberian Peninsula, including Portugal); Native Americans (persons who are American Indians, Eskimos, Aleuts or Native Hawaiians); Asia-Pacific Americans (persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas); and, Asian-Indian Americans (persons whose origins are from India, Pakistan and Bangladesh). Section 106 (C) (2) B provides that women, like Black Americans, Hispanic Americans, and other groups currently designated in the regulations, are presumed to be "socially and economically disadvantaged individuals" for purposes of the DBE program.

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

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

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

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

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

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

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

UTA may suffer and UTA may advertise for a new contract for said labor, supplies, materials, or equipment.

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

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

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

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

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

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

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

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

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

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

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

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

**TERMINATION:** See General Provisions.

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

## PART II

### GENERAL PROVISIONS

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

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

- a. Agreement means any Agreement, Cooperative Agreement, Contract, or Subcontract.
- b. Approval, Authorization, Concurrence, Waiver means a conscious written act by an authorized official of UTA granting permission to the Contractor to perform or omit an action required pursuant to this Agreement, which action may not be performed or omitted without such permission. An approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions unless such permission is clearly stated. Oral permission or interpretations have no legal force or effect.
- c. Federal Transit Act, as amended, is the current designation of the former Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. app. § 1601 note. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Act of 1964, as amended, shall be deemed a reference to the Federal Transit Act, as amended.
- d. Federal Transit Administration is the current designation of the former Urban Mass Transportation Administration. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- e. Federal Transit Administrator is the current designation for the Urban Mass Transportation Administrator. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administrator shall be deemed a reference to the Federal Transit Administrator.
- f. FTA is the acronym for the Federal Transit Administration, one of the operating administrations of the U.S. Department of Transportation (U.S. DOT). FTA replaces the acronym "UMTA".
- g. FTA Directive includes FTA circulars, notices, orders or guidance providing information about the FTA's programs, application processing procedures, and project management guidance. In addition to FTA directives, certain U.S. DOT directives may also apply to the Project.

- h. Government means the United States of America and any executive department or agency thereof.
- i. Local Government includes a public transit authority as well as a county, municipality, city, town, township, special district, council of governments (whether or not incorporated as a private nonprofit organization under state law), regional or interstate government entity, or any agency or instrumentality thereof.
- j. Mass Transportation means transportation by bus, rail, or other conveyance, either publicly or privately owned, that provides general or special transportation service (but not school bus, charter or sightseeing service) to the public on a regular and continuing basis. The term "mass transportation" also includes "transit" and "public transportation".
- k. Project means the tasks or set of tasks set forth in the Bid or Proposal which the Contractor carries out pursuant to this Agreement with UTA.
- l. Contractor or Subcontractor means any entity that receives assistance from UTA for the accomplishment of the Project.
- m. Secretary means the U.S. DOT Secretary or his or her duly authorized designee.
- n. U.S. DOT is the acronym for the U.S. Department of Transportation, including its operating administrations.

**2. Accomplishment of the Project.**

- a. General Requirements. The Contractor agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Bid or Proposal, and all applicable laws and regulations. In general, the terms of the U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, and "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations", 49 C.F.R. Part 19, apply to the Project.
- b. Application of Federal, State, and Local Laws and Regulations.
  - (1) Federal Laws and Regulations. The Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Contractor agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. New Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and will apply to this Agreement, unless determined otherwise by the Governing Authority. To achieve compliance with changing Federal requirements, the Contractor agrees to include in all subcontracts financed with Government (FTA) assistance specific notice that Federal requirements may change and the changed requirements will apply to the project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.
  - (2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in the Agreement shall require the Con-

tractor to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of the Agreement violate any applicable State or territorial law, or if compliance with the provisions of the Agreement would require the Contractor to violate any applicable State or territorial law, the Contractor agrees to notify UTA immediately in writing in order that UTA and the Contractor may make appropriate arrangements to proceed with the Project as quickly as possible.

- c. Funds of the Contractor. Unless approved otherwise by UTA, the Contractor agrees to complete all proceedings necessary to provide the Project costs at or before the time that such funds are needed to meet Project expenses.
- d. Changed Conditions of Performance (Including Litigation). The Contractor agrees to notify UTA immediately of any change in local law, conditions, or any other event that may significantly affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Contractor agrees to notify UTA immediately of any decision pertaining to the Contractor's conduct of litigation that may affect UTA's interests in the Project or UTA's administration or enforcement of applicable Federal laws or regulations. Before the Contractor may name UTA as a party to litigation for any reason, the Contractor agrees first to inform UTA; this proviso applies to any type of litigation whatsoever, in any forum.

### 3. Ethics:

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

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

- (1) Personal Conflict of Interest. The Contractor's code or standards must provide that no employee, officer, board member, or agent of the Contractor may participate in the selection, award, or administration of a contract assisted by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
  - (a) The employee, officer, board member, or agent;
  - (b) Any member of his or her immediate family;
  - (c) His or her partner; or

- (d) An organization that employs, or is about to employ, any of the above.
- (2) Organizational Conflicts of Interest. The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- b. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or to any benefit therefrom.
- c. Bonus or Commission. The Contractor warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its bid or proposal submitted for this Project.
- d. Prohibition Against the Use of Federal Funds for Lobbying. The Contractor agrees to comply with the provisions of 31 U.S.C. § 1352, as amended, which prohibit the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress; and requires the Contractor to disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with the Project. The Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying", 49 C.F.R. Part 20, as modified.
- e. Employee Political Activity. The terms of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees", 5 C.F.R. Part 151, apply to State and local agencies and their officers and employees to the extent covered by the statute and regulations. The "Hatch Act" restricts the political activity of an individual principally employed by a State or local executive agency in connection with a program financed in whole or in part by a Federal loan, grant, or cooperative agreement. However, the "Hatch Act" does not apply to a non-supervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the "Hatch Act" is otherwise inapplicable.

#### 4. Procurement:

- a. Federal Standards. To the extent applicable, the Contractor agrees to comply with the applicable Procurement Standards of 49 C.F.R. § 18.36 or 49 C.F.R. 19.40 through 19.48 and Appendix A; and with applicable supplementary directives or regulations including FTA Circular 4220.1D and any changes or revisions thereto; and other applicable guidance that the FTA, the U.S. DOT, or UTA may issue. If determined necessary for proper Project administration, UTA reserves the right to review the Contractor's technical specifications and requirements of any contracts or subcontracts pertaining to this Project.
- b. Exclusionary or Discriminatory Specifications. The Contractor further agrees that, notwithstanding the Buy America requirements of this Agreement, no Authority funds shall be used to support procurements utilizing exclusionary or discriminatory specifications for this Project.
- c. Award to Other Than the Lowest Bidder. In accordance with 49 U.S.C. 5326 (c), a Contractor may award a subcontract to other than the lowest bidder in connection with a procurement, when

such award furthers objectives that are consistent with the applicable regulations guidance that the FTA or UTA may issue.

- d. Buy America. Each contract executed by UTA utilizing FTA assistance must conform with Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and Section 1048 of the Intermodal Surface Transportation Efficiency Act of 1991, and FTA regulations, "Buy America Requirements - Surface Transportation Assistance Act of 1982", 49 C.F.R. Part 661 and applicable revisions thereto.
- e. Preference for Recycled Products. Where applicable and permissible, the Contractor agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 C.F.R. Parts 247-253.
- f. Project Management Oversight. To the extent applicable, the Contractor agrees to assist UTA in complying with FTA regulations, "Project Management Oversight", 49 C.F.R. Part 633, and any revision thereto, with respect to a major capital project.
- g. Geographic Restrictions. The Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA and the State of Utah.

**5. Changes:**

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

For supplies-

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

or, if for services-

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

- b. If any change under this clause causes an increase or decrease in the Contractors cost or, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract accordingly.
- c. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written notice. However, if the Manager decides that the facts justify it, the Manager may receive and act upon a proposal submitted before final payment of the contract.
- d. If the Contractors proposal includes the cost of property made obsolete or excess by the change, the Manager shall have the right to prescribe the disposition of the property.

- e. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**6. Protest Procedures:** Protests will be accepted only from bidders/proposers whose direct economic interest has been adversely affected by those alleged actions/omissions of the Authority that form the basis of the protest. Protests will be determined in accordance with the laws of the State of Utah including, without limitation, the Utah Procurement Code and the Utah Government Records Access and Management Act, all as amended from time to time. All protests shall be in writing and shall be submitted to the Authority as directed in these protest procedures. Protests that are not delivered to the appropriate persons or not delivered within the appropriate time limits (all as set forth in these procedures) shall be null and void and will not be considered by the Authority. A protest shall be deemed to be delivered pursuant to these procedures when actually received by the designated recipient by hand delivery, by recognized overnight courier service or by certified or registered mail.

All protests shall include:

- The name and address of the bidder/proposer;
- The appropriate contact person for the bidder/proposer to whom all protest correspondence shall be addressed;
- The solicitation or project number; and
- A detailed statement as to the nature of the protest including, without limitation, the factual and legal basis for the protest.

**Protests Prior to Opening of Bids/Proposals:** All protests made prior to the opening of bids/proposals, including protests based upon alleged restrictive specifications or alleged improprieties in any type or manner of the solicitation, shall be delivered to the Authority's Procurement Officer not less than seven (7) Calendar Days prior to the scheduled deadline for receipt of bids/proposals as follows:

Utah Transit Authority  
3600 South 700 West  
Salt Lake City, Utah 84119  
Attn: Procurement Officer  
**CONTAINS TIME-SENSITIVE PROTEST MATERIALS**

The Procurement Officer, or an agent designated by the Procurement Officer, will promptly make a determination in writing regarding the validity of the protest and whether or not the bid/proposal process should be delayed beyond the scheduled date for bid/proposal receipt. If the Procurement Officer determines that the scheduled date for bid/proposal receipt should be delayed, all respondents to the solicitation who have furnished their name and address to the Authority shall be notified (through an addendum to the IFB/RFP) of the delay and the reason for the delay. If the protest, or any portion thereof, is determined by the Procurement Officer to have merit, the Procurement Officer will take all necessary action to address each allegedly restrictive specification, alleged impropriety or other meritorious objection in a manner consistent with applicable law and will provide notice of any resulting changes to the IFB/RFP or the bid/proposal process to all respondents to the solicitation who have furnished their name and address to the Authority. In such cases, the Authority shall not proceed with the bid/proposal process until it has remedied such issues to the satisfaction of the Procurement Officer.

Protests to Award of Contract: All protests made to the Award of a Contract shall be delivered to the Procurement Officer not less than five (5) Calendar Days after the protestor received notice of the Award (unless the protestor can demonstrate that its protest is based on facts and circumstances that the protestor could not have reasonably been aware of on the date the notice of Award was delivered, in which case the commencement of the five-day period shall be tolled until the date when the protestor was or should have been aware of the facts and circumstances upon which the protest is based). All protests made to the Award of Contract shall be delivered as follows:

Utah Transit Authority  
3600 South 700 West  
Salt Lake City, Utah 84119  
Attn: Procurement Officer  
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

If the protest has been timely filed, the Procurement Officer, or an agent designated by the Procurement Officer, will promptly make a determination in writing regarding the validity of the protest and whether the Authority's decision regarding the Award should be reconsidered. The Authority shall provide notice of the protest to all bidders/proposers who submitted a bid/proposal (except, in the case of a two-step procurement, the Authority shall only provide notice of those who were deemed qualified or were "short-listed" to submit a bid/proposal for step two of the project). The Procurement Officer, or his or her designee, will respond to the protestor in writing and address each material issue raised in the protest in a timely manner. If the protest, or any portion thereof, is determined by the Procurement Officer to have merit, the Procurement Officer will take all necessary action to address the protested issues in a manner consistent with applicable law including, without limitation: (1) canceling the procurement; (2) canceling the procurement and reissuing a new IFB/RFP; (3) rescinding the Award and requesting "best and final offers" from qualified proposers; (4) determining that the objections, although meritorious, were immaterial to the decision to Award; or (5) taking such other actions as may be appropriate under the circumstances. Once the Procurement Officer becomes aware of a protest to the Award, the Authority will not take any further action to execute a Contract pursuant to the IFB/RFP until seven (7) Calendar Days after the Award is upheld by the Procurement Officer (or the Protest Committee, if the Procurement Officer's determination is appealed as set forth in the following section), unless the Procurement Officer shall make a written determination that immediately executing the Contract is necessary to protect a substantial interest of the Authority.

Administrative Appeals: In the event that a protestor receives an unfavorable decision from the Procurement Officer to its protest of Contract Award, the protestor shall have the right to appeal the Procurement Officer's decision by submitting a written appeal to the President of the Board of Trustees of the Authority, addressed as follows:

President, UTA Board of Trustees  
c/o Utah Transit Authority  
3600 South 700 West  
Salt Lake City, Utah 84119  
Attn: Board Coordinator  
CONTAINS TIME-SENSITIVE PROTEST MATERIALS

Any appeal must be delivered within five (5) Calendar Days of the date of the Procurement Officer's decision. The President will appoint a Protest Committee to review the appeal and the decision of the Procurement Officer. The President will determine the specific procedures that will be followed by the Protest Committee, including the date of any hearing deemed necessary by the President. After considering the appeal, the Protest Committee will notify the appellant and the Procurement Officer in

writing in a prompt manner of its decision regarding the appeal. If the Protest Committee reverses the decision of the Procurement Officer, it shall have broad discretion to take any action it deems necessary to correct the determined defects in the Contract Award, consistent with applicable law and Authority policies. If the Protest Committee upholds the decision of the Procurement Officer, the Authority may proceed with the execution of the Contract seven (7) Calendar Days after the Authority provides notice of the Protest Committee's decision. The Authority may proceed without regard to the seven-day waiting period if the Procurement Officer shall make a written determination that immediately executing the Contract is necessary to protect a substantial interest of the Authority. The decision of the Protest Committee constitutes a final administrative decision of the Authority.

Appeals to FTA: If the Protest Committee upholds the decision of the Procurement Officer, the protestor may continue its protest by seeking judicial relief within the State of Utah. In accordance with FTA policy, a protestor may not appeal to FTA unless the protestor claims that the Authority has failed to follow these protest procedures. Any appeal to FTA alleging that the Authority has failed to follow these procedures must be filed with FTA no later than five (5) federal government working days after the decision is rendered by the Protest Committee.

**7. Substance Abuse:** To the extent applicable, the Contractor agrees to comply with U.S. DOT regulations, "Drug-Free Work Place Requirements (Grants)", 49 C.F.R. Part 29, Sub-part F; "Prevention of Prohibited Drug Use in Transit Operations", 49 C.F.R. 653 and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) provisions of 49 U.S.C. 5331 that FTA or U.S. DOT may issue.

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

**9. Terminations:**

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

**b. Opportunity to Cure:** The UTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor seven calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to UTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within the seven calendar days after receipt by Contractor or written notice from UTA setting forth the nature of said breach or default, UTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude UTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**c. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the UTA may terminate this contract for default. The UTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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

**10. DISPUTES:** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of UTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

a. **Performance During Dispute** - Unless otherwise directed by UTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

b. **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 or damage.

c. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the UTA and the Contractor 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 in which the UTA is located.

d. **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 the UTA, (Architect) or Contractor 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

**11. CLEAN AIR:** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**12. CLEAN WATER:** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

**ATTACHMENT 1  
STATEMENT OF WORK  
29-224**

The Contractor shall provide all equipment (cleaning and/or other), labor, materials, cleaning supplies, restroom supplies, paper supplies and transportation necessary to provide cleaning services on the UTA Frontrunner cars as identified in the Statement of Work.

**PAPER PRODUCTS:** The Contractor shall provide all paper products. These items will be ordered through an approved UTA vendor. Bills for these items will be billed directly to UTA as approved under a UTA contract. Product samples must be submitted to the UTA Rail Facilities Maintenance Manager for approval.

All deliveries shall be verified and signed for by a UTA assigned person.

The Contractor will maintain a stock of paper products/consumable supplies at each service location. UTA will provide a designated secured storage area at each facility. These locations will be identified by the Rail Facilities Manager.

Actual quantities required are not available. Bidders shall indicate manufacturer and case size with case pricing below. Products and costs will not be changed without approval by the Program Manager and Contract Administrator.

<b>Product</b>	<b>Product Manufacturer</b>	<b>Qty Each per Case</b>	<b>Cost per Case</b>
Toilet paper, 2 ply			
Paper towels, c-fold			

**LIST OF SUPPLIES/MATERIALS TO BE PROVIDED BY THE CONTRACTOR AT ALL LOCATIONS:**

Where applicable, all MSDS must be provided to the UTA Purchasing Department for approval; the product shall not be used at any location until the product MSDS is approved. List may not be all inclusive.

<b>ITEM #</b>	<b>DESCRIPTION</b>
	<b>REQUIRED CLEANING EQUIPMENT MATERIALS AND CONSUMABLE SUPPLIES (AS REQUIRED)</b>
001	Brooms, mops & mop heads
002	Scrub brushes
003	Cleaning rags & wipes
004	All cleaning products (see MSDS and approval requirements) to include upholstery cleaner
005	All sanitizing products (see MSDS and approval requirements) to include blood pathogen kits
006	Buckets, pails & basins
007	Step stools & ladders
008	Vacuum Cleaners, tank & upright as required
009	Buffers & floor machines as required
010	Window squeegees, tools and cleaners
011	Personal protection equipment (PPE) and supplies
012	Paper products (see above)

**SAFETY VESTS:** All contractor employees shall wear, as their outer garment, an orange reflective safety vest. The vest will be marked as "UTA Frontrunner" on the back. UTA will provide the safety vests; contractor personnel will maintain the vest in a clean and proper condition. The contractor will be responsible for lost or damaged vests. Vests will be turned in when no longer required.

**REMOVED LOCATIONS:** If the situation should arise, the contractor may be required to provide service at a location other than the Intermodal Station or Warm Springs Building. This would be primarily for emergency clean-up services.

**EXTENDED SERVICE:** Periodically additional or extended service may be required to meet the needs of UTA. Such needs may be the result of sports events or other civil functions. The contractor agrees to provide additional service coverage; additional costs will be in line with the agreed to contract pricing.

**NOTE 1: FOR THE PURPOSE OF THIS CONTRACT, THE TERM "SANITIZE" AND/OR "SANITIZER" MEANS AN APPROVED ANTIBACTERIAL ALCOHOL SANITIZER OR THE USE OF AN APPROVED ANTIBACTERIAL ALCOHOL SANITIZER.**

**NOTE 2: FOR THE PURPOSE OF THIS BID THE TERM "PASSENGER CONTACT AREA" OR A TERM SIMILAR THERETO, MEANS AN AREA OR ITEM IDENTIFIED AS COMMONLY AND/OR CONSISTENTLY TOUCHED BY THE PUBLIC OR POTENTIALLY SUCH AN AREA OR ITEM.**

## **1. DAY PORTER SERVICES:**

### **CONTRACT REQUIREMENTS AND CONDITIONS:**

- Clean Frontrunner train cars at Central Intermodal Station.
- Cleaning to be performed Monday thru Saturday 7:00 a.m. – 7:00 p.m.
- Coach cleaners will not have any breaks or lunch breaks while a train is at the station. Coach cleaner(s) must stay on site at all times.
- Coaches need to be cleaned immediately as they arrive without delay. (There will be less than 20 minutes to clean the train).
- Cleaners must not delay train departure. If a train is not thoroughly cleaned by scheduled departure time, deductions to pay may be made (see schedules below). Train pullout time will not be delayed; train will leave as scheduled even if cleaner is still on the train. Cleaner will then need to get off at the first stop and return to Central.
- Deductions of pay may be made if cleaning is not acceptable to UTA Management.
- All paper goods and other supplies including toilet paper, paper towels, garbage can liners, liquid antibacterial soap etc. will be furnished by the contractor.
- All cleaning supplies including sanitizer and bio kits will be furnished by the contractor.
- Contractor employees will wear medical gloves and respiratory masks as needed.
- Contractor personnel must sign in/out on time sheet daily.
- The contractor will provide other duties as assigned by UTA personnel as needed.

### **CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:**

- Check cleaner's progress at Intermodal Station every 3 hours and clear up any problems.
- Contact a UTA Representative at the beginning of cleaning to find out specific needs.
- Contact a UTA Representative when finished each day to find out specific needs.
- Be available to be contacted 24 hours a day 7 days a week in order to take care of problems that may arise.
- Problems should be resolved in a reasonable amount of time to be determined by UTA.
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain a record of them.

**TRAIN HOSTS/STATION HOSTS:** Throughout the day the UTA Station Host is the primary point of contact for the operation and control of the station platform. Contractor personnel will work with and cooperate with the Station Host for immediate needs in the area. However, maintenance and upkeep of the rail cars has priority over activities or needs on the platform.

**SITE LOCATION:**

Central Intermodal Station  
 250 South 600 West  
 Salt Lake City, Utah 84104

**CLEANING REQUIREMENTS (DAY PORTER SERVICES):** All tasks are required for each train pull-out.

<b>LOCATION</b>	<b>TASK DESCRIPTION</b>
<b>RESTROOMS</b>	1. Replace toilet paper, paper towels, and soap in dispensers (liquid antibacterial soap) as needed
	2. Scrub and sanitize all fixtures (toilets, sinks, mirrors, etc.)
	3. Scrub down walls and interior doors
	4. Empty and clean waste containers and replace liners. Remove trash off of train.
	5. Clean and sanitize all steel fixtures inside bathroom (door handles, railing etc).
	6. Sweep, scrub and mop floor to remove dirt and grease.
	7. Clean air vent grills inside restroom.
	8. Remove trash from train. Properly dispose of trash/garbage at a separate location; trash bins on the platforms will not be used to deposit trash from the train.
<b>PASSENGER SEATING AREAS AND COMMON AREAS</b>	1. Remove and clean all graffiti from walls, chairs, seats and floors.
	2. Clean fingerprints on windows; clean light fixtures.
	3. Clean spots on walls to remove scuff marks, fingerprints, etc.
	4. Clean spills on floors and seats whenever needed.
	5. Mop floor entrances in traffic areas.
	6. Sweep and pick up garbage/trash throughout the train.
	7. Clean carpet
	8. Clean entry door frames.
	9. Clean doorway steps of debris, dirt, mud, ice, ice melt etc.
8. Remove trash from train. Properly dispose of trash/garbage at a separate location; trash bins on the platforms will not be used to deposit trash from the train.	
9. Clean up blood, vomit and other bodily fluids in the proper manner and dispose of waste in accordance with local and State requirements.	
<b>SANITIZING</b>	After cleaning as outlined above the following areas shall be sanitized:
	1. All door knobs and handles
	2. All hand rails
	3. All tables
	4. All vinyl seat backs
5. All window sills	
<b>PLATFORM AREA</b>	1. Sweep platform area to remove trash, cigarette butts, etc on an as needed basis.
	2. Scrub and remove spills on as needed basis.
	3. Spread ice melt on an as needed basis or as directed by UTA personnel.
	4. Clean up blood, vomit and other bodily fluids in the proper manner and dispose of waste in accordance with local and State requirements.
	5. Sanitize benches and passenger contact areas at least once a day and also as deemed necessary
<b>BREAK ROOM* (Service twice a day)</b>	1. Restock all paper supply dispensers.
	2. Clean and sanitize tabletops, chairs/chair legs.
	3. Clean and sanitize sinks and countertops, exterior of refrigerator and microwave.
	4. Clean walls
	5. Empty waste basket and replace liners.
	6. Clean all doors and door casings, baseboards and window sills
	7. Sweep and mop floors and scrub off scuff marks.

**PAY ELEMENTS AND PERCENTAGES:**

<b>Rail Car Cleaning Services</b>	<b>% Value*</b>
Restrooms	35%
Passenger Seating Areas and Common Areas	35%
Sanitizing	30%
<b>Other Services</b>	
Platform Cleaning	20% for each task not completed
Break Room Cleaning	50/50

\* Based on service requirements complete at pull-out. Partially complete is the same as not being done.

**OPERATING SCHEDULE:** UTA operates the Frontrunner Monday through Saturday excluding specific holidays (see below).

There are currently twenty-four (24) “pull outs” each week day from the Salt Lake Intermodal Center (Salt Lake Central Station) between the hours of 7:00 AM and 7:00 PM.

There are currently twelve (12) “pull outs” each Saturday from the Salt Lake Intermodal Center (Salt Lake Central Station) between the hours of 7:00 AM and 7:00 PM.

**Current Holiday Schedule (Schedules may vary if holiday falls on a weekend or UTA policies change)**

<b>Holiday</b>	<b>Schedule</b>
New Years Day	No Frontrunner Service
Presidents Day	Saturday Service
Memorial Day	No Frontrunner Service
Independence Day	No Frontrunner Service
Pioneer Day	Saturday Service
Labor Day	No Frontrunner Service
Thanksgiving Day	No Frontrunner Service
Christmas Day	No Frontrunner Service
New Years Eve	Extended Service*
Special Events	See “Extended Service” provision

\*May require extended services which will be negotiated at that time.

## **2. NIGHT CLEANING SERVICES:**

### **CONTRACT REQUIREMENTS AND CONDITIONS:**

- Clean Frontrunner train cars at Warm Springs Building
- Cleaning to be performed Monday thru Saturday 8:30 p.m. – 4:00 a.m.
- Cleaning consists of cleaning 7 trains with 3 coaches for the total of 21 coaches to be cleaned each night and the driver's compartments in 7 cab cars; the trains will remain at Warm Springs until 4:00 a.m.
- Cars may be outside the building or at a remote location outside the Warm Springs Yard. (See bid schedule)
- Cleaners must not delay trains. If a train is not thoroughly cleaned by 4:00 a.m. deductions to pay may be made per UTA checklist.
- All paper goods and other supplies including toilet paper, paper towels, garbage can liners, antibacterial soap etc. will be furnished by contractor
- All cleaning supplies including sanitizer and bio kits to be furnished by contractor
- Contractor employees will wear medical gloves and respiratory masks as needed
- Contractor employees must sign in/out on time sheet daily.
- Other duties as assigned by UTA personnel as needed
- Deductions of pay will be made if cleaning is not acceptable to UTA Management.
- **Sanitize** means to use an approved antibacterial alcohol sanitizer.

### **CLEANING SUPERVISOR WILL BE REQUIRED TO DO THE FOLLOWING:**

- Be present Monday thru Saturday 8:30 p.m. – 4:00 a.m.
- Attend UTA Rail Facilities Manager Staff Meetings as requested
- Contact a UTA Representative at the beginning of cleaning to find out specific needs
- Contact a UTA Representative when finished each day to find out specific needs
- **Be** available to be contacted 24 hours a day 7 days a week in order to take care of problems that may arise. Make available at least one employee for a 1 hour response call-out.
- Problems should be resolved in a reasonable amount of time to be determined by UTA
- Must check and sign off duties performed by employees and provide a copy of check sheet to UTA personnel and maintain a record of them

### **SITE ADDRESS:**

Warm Springs  
900 North 500 West  
Salt Lake City, UT 84116

***NOTE 3: IN ADDITION TO NOTE 1 ABOVE. SANITIZE AND/ OR SANITIZER INCLUDES A SANITIZING SPRAY SUITABLE FOR USE ON FABRIC/CLOTH UPHOLSTERY. SPRAY WILL BE OF THE TYPE THAT IS NOT HARMFUL TO FABRIC, CLOTHING OR VINYL OR VINYL TYPE MATERIALS. SPRAY WILL BE APPLIED IN A LIGHT MIST TO ALL FABRIC UPHOLSTERED SEATS AND SHALL BE FAST DRYING.***

### **CLEANING REQUIREMENTS (NIGHT SERVICES):**

<b>LOCATION</b>	<b>TASK DESCRIPTION</b>
<b>RESTROOMS</b>	1. Restock toilet paper, paper towels, and soap in correct dispensers.
	2. Scrub and sanitize all fixtures (toilets, sinks, mirrors, etc.).
	3. Scrub down walls and interior doors.
	4. Clean waste containers and replace liners.
	5. Clean all steel fixtures inside bathroom.
	6. Sweep, scrub and mop floor daily to remove dirt and grease.
	7. Clean air vent grills inside restroom.

<b>PASSENGER SEATING AREAS AND COMMON AREAS</b>	1. Clean window sills, ledges, and outlet plates
	2. Clean and sanitize all table tops and table legs, remove gum, candy, etc.
	3. Scrub down walls daily to remove prints, grease, scuff marks, etc
	4. Clean ceilings and overhead grills
	5. Clean and sanitize all handrails, seats and tabletops.
	6. Scrub chairs and sanitize plastic around chairs to remove stains, dirt, etc with approved disinfectant(alcohol swabs or disinfectant wipes)
	7. Clean and remove trash between chairs and wall
	8. Vacuum chairs to remove dust. Remove gum, spots and spills.
	9. Clean light fixtures to remove fingerprints and stains
	10. Clean underneath all chairs to remove trash
	11. Clean heating vents under all chairs to remove prints, stains, gums, stickers, etc.
	12. Clean steel on bottom of chairs to remove gum, candy, stains, fingerprints, etc.
	13. Clean wall and remove trash from behind wheelchair areas
	14. Sweep and mop all areas without carpet and clean by hand on hard to reach areas
	15. Clean and sanitize all handrails on stairwells and luggage racks
	16. Clean stairwells - scrub yellow stripes to remove dirt
	17. Clean the side of seal that divides carpet and floor on train
	18. Clean and scrub all entrance seals
	19. Vacuum all carpeting areas
	20. Scrub and degrease all entrance doors and interior and exterior door frames and steps
	21. Scrub down between exterior doors that lead to other train cars
	22. Clean and scrub floors, walls and detail and sanitize drivers in cab car)
	23. Clean all windows and partitions with anti-streak cleaner using nonabrasive rags
<b>SANITIZING</b>	As part of or after cleaning as outlined above the following areas shall be sanitized:
	1. All door knobs and handles
	2. All hand rails
	3. All tables
	4. All vinyl seat backs
5. All window sills	
<b>AS REQUIRED</b>	1. Remove any stains on carpets or chairs
	2. Remove vomit on carpets or chairs with bio kits and dispose of IAW with city and state laws.
	3. Clean up blood stains with bio kits and dispose of IAW with city and state laws.
	4. Remove and clean up all graffiti from walls, seats, and floors. Inside and out side of car
	5. Clean janitors storage area and cabinets

**PAY ELEMENTS AND PERCENTAGES:**

<b>Rail Car Cleaning Services</b>	<b>% Value*</b>
Restrooms	25%
Passenger Seating Areas and Common Areas	30%
Sanitizing	30%
Cab Car	5%
As Required	10%

**ATTACHMENT 2  
29-224  
BID SCHEDULE**

**1. DAY PORTER SERVICES:** Pricing and payment will be per pull-out or per train leaving the Salt Lake Central Station. (see Schedule above and estimates below)

Rail Car Cleaning Services	Estimated Number of Pull-Outs Per Day and Month*	Amount per Pull-Out (Each)
Rail Car Cleaning Week day – Monday through Friday Pull-Out	24/502	
Rail Car Cleaning Saturday Pull-Out	12/56	
Other Services	Frequency	Amount Per Day
Platform Cleaning – Monday through Saturday	Daily – As Required	
Break Room Cleaning – Monday through Saturday	Twice Daily (AM and PM)	

\*The number of pull-outs indicated is for a one year period and is provided as a representation and an estimate for bidding purposes only. Pullouts are an estimate based on the current schedules but may change for a variety of reasons throughout the year. Working days may change with the needs of UTA.

Week day pull-outs:  $52 \times 5 = 260 - 9 = 251 \times 24 = 6,024$  (about 502 per month). Working days (20.92 days per month avg)

Saturday pull-outs:  $52 \div 2 = 26 \times 12 = 312$  (about 56 per month). Working days (4.67 Saturdays per month average)

**2. NIGHT SERVICE (WARM SPRINGS DIVISION):** Pricing and payment will be per train car cleaned. (see Schedule above and estimates below)

	Estimated Number	Amount Each
Rail Cars (To include "As Required" items noted above.	21	
Drivers area in Cab Car Compartment	7	
Additional mileage cost per mile for services outside Warm Springs Yard. Cleaning services will remain the same.	Per mile	

Contractor: \_\_\_\_\_