

# REQUEST FOR PROPOSALS

## LAVTA FACILITY JANITORIAL SERVICES

### #2023-02

Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

<b>RFP Issued:</b>	<b>February 22, 2023</b>
<b>Pre-Proposal Conference/Tour: Optional</b>	<b>March 2, 2023 at 10:00 AM</b>
<b>Written Questions/Requests for Clarifications (RFCs) Due:</b>	<b>March 9, 2023 by 4:00 PM</b>
<b>LAVTA's Response to Questions/RFCs Provided:</b>	<b>By March 16, 2023</b>
<b>Proposals Due:</b>	<b>March 30, 2023 at 2:00 PM</b>

**Contact Info: Tamara Edwards**  
**Director of Finance**  
**(925) 455-7566**  
**procurements@lavta.org**

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**1. INVITATION**

LAVTA, subject to Board of Directors’ approval, intends to award a 3-year base term contract, with up to 2 additional 1-year options terms, for Services to one (1) successful Proposer. The successful Proposer will execute an Agreement for Services. Please refer to Appendix B.

LAVTA intends to adhere to the following solicitation timeline, which is subject to change at LAVTA’s sole discretion:

**Solicitation Timeline**

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Issued	<b>February 22, 2023</b>
Pre-Proposal Conference meet at 1362 Rutan Ct. Suite 100, Livermore, Ca	<b>March 2, 2023 at 10:00 a.m.</b>
Questions and RFCs Due	<b>March 9, 2023 prior to 4:00 p.m.</b>
Agency’s Response to Questions/RFCs	<b>March 16, 2023 by end of business</b>
<b>Proposals Due</b>	<b>March 30, 2023 prior to 2:00 p.m.</b>
Interviews (if required)	<b>April 13, 2023, if needed</b>
Contract Award (tentative)	<b>May 1, 2023</b>
Notice to Proceed (tentative)	<b>May 8, 2023</b>

Proposals will be received via email to Tamara Edwards at [procurements@lavta.org](mailto:procurements@lavta.org) until 2:00 p.m. on March 30, 2023. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration. However, upon request, copies of the RFP may be obtained by contacting LAVTA at (925) 455-7555.

For questions regarding this RFP, please contact Tamara Edwards at [procurements@lavta.org](mailto:procurements@lavta.org).

\_\_\_\_\_  
**Tamara Edwards**  
Director of Finance

\_\_\_\_\_  
Date

## 2. **INTRODUCTION**

### A. **Summary and Term**

The Services to be provided to LAVTA consist of the following:

The contractor will be expected to perform routine cleaning three times weekly, preferably on a Tuesday, Thursday, and Weekend schedule for LAVTA administration and operations facility (1362 Rutan Court, Livermore, CA), and at the Atlantis Facility (875 Atlantis Court, Livermore, CA), and five times weekly at the Transit Center (2500 Railroad Avenue, Livermore, CA). Additionally, there are weekly, monthly, quarterly, and annual tasks that must be performed, as described below in Appendix A. All work is to be performed after 5 p.m. unless special advance authorization is given. The contractor MUST be proactive in bringing cleaning situations that need to be addressed to the attention of LAVTA.

For detailed information regarding the required Services, please refer to Appendix A to this RFP.

If approved by the LAVTA Board of Directors, the successful Proposer will execute an Agreement for a three (3) year base term with up to two (2), one-year option terms.

### B. **Background Information**

LAVTA was established in 1985, under a Joint Powers Agreement to provide public transit in the cities of Dublin, Livermore, Pleasanton, and in unincorporated areas of Alameda County. LAVTA's mission is to provide equal access to a variety of safe, affordable and reliable public transportation choices, increasing the mobility and improving the quality of life of those who live or work in and visit the Tri-Valley area. These include bus connections to Bay Area Rapid Transit (BART), Altamont Commuter Express (ACE) and Central Contra County Transportation Authority (County Connection). Wheels, operated by LAVTA, plays a vital role in providing transportation and mobility options for those who do not drive, either by choice or necessity. Wheels connects people to work, school, medical appointments, and to recreational opportunities.

## 3. **PROPOSAL CONTENT**

### A. **Proposal Cover Form**

In order to facilitate Proposer's preparation of its proposal and LAVTA's review of same, all proposals must have a consistent font type and size of text; and must be limited to 30 or fewer letter-size pages (8.5 inch by 11 inch), single spaced, single column, excluding the Proposal Cover Form, Letter of Introduction, Table of Contents, two-page resumes of key nominated personnel, and other required appendices and forms. Type style and size for graphics is at Proposer's option, but the font must be clear and legible.

Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between LAVTA and the firm selected.

In order to be accepted for evaluation, proposals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

### B. **Letter of Introduction**

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key

personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

Proposers must also indicate that they are prepared to sign the Sample Agreement provided in Appendix B to this RFP (or should specifically identify any requested changes to the Agreement, using the form provided in Exception Form, Exhibit 2; and must clearly state that they are able to meet the insurance requirements as set forth in Appendix C, Insurance Requirements. Proposers must also state in writing that they agree to be bound by their proposal for 180 days from the proposal due date. Proposers must also confirm that they have no impermissible conflicts of interest.

If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement must be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture must be outlined.

**C. Table of Contents**

Include a Table of Contents displaying the organization of the proposal being submitted.

**D. Approach to Providing Services: Team Organization and Management Plan**

Identify the key personnel and staff, including subconsultants, if any, who will be directly engaged in the performance of the work under the Agreement; and outline the Proposer's team's capacity to successfully perform the desired services and include the following:

1. Organization chart showing the proposed team composition.
2. Identification of any and all of the services listed in Appendix A, Scope of Services for which Proposer intends to subcontract, including the intended subconsultant's name, location, key personnel, and their qualifications.
3. Describe understanding of, and rationale for, proposed intended approach to providing the work required under Appendix A

Additionally, Proposer must address the following aspects of these procedures in its proposal:

i. Identification of Subcontractors

A Consultant intending to use any subcontractors to perform Services must do so in accordance with the requirements of this RFP. Any and all subcontractors must be listed on the Designation of Subcontractors form, Exhibit 3, submitted with the proposal and approved by LAVTA prior to contract award. The Consultant must have prior written approval by LAVTA if it intends to use additional subconsultant(s) that were not approved prior to contract award.

After contract award, LAVTA's written approval of additional subcontractor(s) must be granted.

ii. Quality Control Plan

Describe how Proposer will ensure that the quality of task management and work product, either from the firm or subconsultant, is within criteria set forth by LAVTA. Describe at a minimum the approach to quality,

strategy development, data analysis, subconsultant management, quality control of deliverables, schedule, budget compliance, staff management, and invoice preparation.

iii. Accounting System

Briefly describe Proposer's accounting system and cite its experience with public agency contracts. System must be modern, up to date and have the ability to provide accurate information. Describe the financial controls in place to ensure high quality invoices and reports. Describe the reporting structure and roles and responsibilities of staff working in the accounting department.

**E. Company Qualifications, Experience & References**

In order to be considered for award of an Agreement, each Proposer must provide information about its company so that LAVTA can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. In addition, the Proposer must have expertise in the tasks specified in Appendix A. LAVTA, at its option, may require a Proposer to provide additional information and/or clarify submitted information. To be considered qualified for consideration of award of an Agreement, Proposers must:

1. Have (through themselves, their team members or their sub-consultants) at least five (5) years of experience providing Facility Janitorial Services;
2. Be capable of providing the desired services as delineated in the Scope of Services, substantially with its own staff;
3. Have a quality assurance system in place that adequately ensures that work is being completed in a accordance with the agreement; and
4. Have appropriate staff capable of performing the work.

Additionally, Proposers must provide a minimum of three (3) and a maximum of five (5) references of clients for whom, within the past five (5) years, the Proposer has provided similar services as those called for in this RFP. Include transportation agencies, if any. For each submitted Reference Form, Exhibit 4, Proposers must supply a brief description of the services provided, the timeframe the services were provided, and current client contact information. Proposers must also provide the size and structure of their firm as evidenced by an organizational chart, relevant to its client base.

Do not list LAVTA as a reference. However, if Proposer has provided services to LAVTA, such experience will be considered by LAVTA in its evaluation.

If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms. Each Proposer must submit sufficient evidence satisfactory to LAVTA that the Proposer is in compliance with this section.

**F. Qualifications and Experience of Key Personnel**

"Key Personnel" is defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFP. Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by LAVTA. Substitution of Key Personnel without prior written approval by LAVTA will

constitute a breach of the Agreement. LAVTA reserves the right to direct the removal of any individual, including Key Personnel.

Each Proposer must submit resumes of Key Personnel and an organization chart that identifies the proposed team's structure and reporting responsibilities. If the Proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.

This information must indicate sufficient evidence satisfactory that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Services as further described herein and in Appendix A, Scope of Services. Proposers must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.

Proposers should demonstrate that the person proposed to serve as the Lead Worker/Supervisor satisfies all the required qualifications for the Lead Worker/Supervisor listed in Appendix A and that its employees meet the required qualifications for the Contractor's Employees listed in Appendix A.

#### **G. Financial Qualifications**

Each Proposer must possess sufficient financial strength, resources and capabilities to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer's financial statements (Income Statements and Balance Sheets, only) for the previous three (3) years. Financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant. Proposer must state how the desired financial information will be provided for review by LAVTA.

In addition, Proposers must demonstrate their ability to obtain bonding and insurance coverage that meets the minimum requirements of this RFP, as evidenced by a letter, or a certificate, from an underwriter confirming that the Proposer can be insured for the required amounts. At LAVTA's discretion, Proposers who are involved in current or pending bankruptcy proceedings may be rejected.

#### **H. Cost Proposal**

Submit the Cost Proposal Form, Exhibit 5. Pricing should be based on monthly services for all three locations. Costs shall include, but not be limited to, labor, equipment and cleaning supplies, taxes, overhead, insurance and profit.

**Restroom supplies, including toilet tissue, paper towels, seat covers and hand soap to be monitored and replenished by Contractor. Supplies to be itemized including price paid and markup of no more than 5% and invoiced each month.**

#### **I. Levine Act**

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any LAVTA Board Member from participating in or influencing the decision on awarding a contract with LAVTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the LAVTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, LAVTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is



pending before LAVTA or for twelve months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their proposal the California Levine Act Statement, Exhibit 6.

**J. Licenses and Certifications**

Proposer and proposed Key Personnel must hold, and maintain during the course of the contract including any option extensions, appropriate professional licenses to perform the work specified in this RFP. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their proposal. Copies or proof of such licensure and/or certification may be requested by LAVTA.

**K. Conflicts of Interest**

The firm selected to serve as Contractor through this RFP will not be prohibited from working under separate contracts with LAVTA, unless such work creates a conflict of interest, real or apparent, that would render the Consultant ineligible to undertake such work during the term of the Agreement. Proposer must provide a list in its proposal of its current contracts that involve work with LAVTA, including its relationship to LAVTA and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of LAVTA is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

**4. SOLICITATION PROCESS**

**A. Pre-Proposal Conference**

A Pre-Proposal Conference will be held at LAVTA's Administrative Offices, 1362 Rutan Court, Suite 100, Livermore, CA. Staff will be available to answer Proposers' questions. Signs will be posted to direct prospective Proposers to the room location. Attendance at this meeting is optional, but is **highly recommended**. The meeting will consist of a review of the solicitation process, requested services and required proposal submittals. The meeting is anticipated to take up to one (1) hour. Please refer to the solicitation timeline in the Invitation for date and time.

The RFP Documents are available for download on LAVTA's website,  
<https://www.wheelsbus.com/about/doing-business/>.

**B. Submission of Questions and Requests for Clarification**

All Questions and/or Requests for Clarification must be submitted in writing by email to Tamara Edwards at [procurements@lavta.org](mailto:procurements@lavta.org). LAVTA's written response to Questions and/or Requests for Clarification will be posted on the LAVTA website ([www.wheelsbus.com](http://www.wheelsbus.com)). Please refer to the solicitation timeline in the Letter of Invitation in this RFP for date and time deadlines.

**C. Addenda to RFP**

**LAVTA reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written addenda.**

It is the Proposers' responsibility to monitor LAVTA's website. Only signed addenda, issued by LAVTA's authorized personnel are binding. Proposers are required to acknowledge receipt of all addenda, if any, during the submission of their proposals.

Failure of any prospective Proposer to receive the notification or addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted or modified. All addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals on the Proposal Cover Form, Exhibit 1. Proposer's failure to acknowledge in its proposal receipt of addenda may, at LAVTA's sole option, cause the proposal to be rejected.

If LAVTA determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that LAVTA determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the addenda.

**D. Submission of Proposals**

Proposals will be received via email to Tamara Edwards at [procurements@lavta.org](mailto:procurements@lavta.org) until 2:00 p.m. on March 30, 2023. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration. However, upon request, copies of the RFP may be obtained by contacting LAVTA at (925) 455-7555.

**E. Cost of Proposal Development**

This RFP does not commit LAVTA to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for any services. The Proposer waives any claim against LAVTA for costs incurred in preparing a proposal and responding to this RFP.

**F. Validity of Proposals**

Submission of a proposal constitutes a firm offer to LAVTA for 180 days from the submission deadline for proposals.

**G. Withdrawal of Proposals**

A Proposer may withdraw its proposal, without prejudice, by emailing [procurements@lavta.org](mailto:procurements@lavta.org) prior to the proposal closing date and time. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if LAVTA fails to award the Agreement within the proposal validity period prescribed above in Section 4.F., Validity of Proposals, or any agreed-upon extension thereof.

**H. Evaluation of Proposals and Selection Process**

Proposals will be screened to ensure Proposer(s)' responsiveness to the requirements of the RFP and the responsibility of the proposing consultant. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. LAVTA intends to

award a contract to the highest ranked, most qualified, responsible Proposer that submits a responsive proposal for provision of the Services.

LAVTA may reject as non-responsive any proposal that does not include the required information and documents referenced herein. However, LAVTA reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

**1. Selection Committee**

A Selection Committee (Committee), which will include members of staff and possibly one or more outside experts, will review the proposals submitted and rank them according to the weighted criteria of each category as set forth in the process below.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

**2. Proposal Evaluation Process**

The Proposers' proposal will be evaluated utilizing the criteria identified below. In ranking proposals, LAVTA will consider the proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer (i.e. references). LAVTA will not assume that a Proposer possesses any capability unless such a capability is established by the submitted proposal.

Proposals will be evaluated using the Evaluation Criteria described below and assigned points per criteria as indicated:

Evaluation Criteria	Max Points
<p><b>Company Qualifications, Experience &amp; References</b></p> <p>A. Demonstrate that the firm meets all the requirements set forth in Section 3.E.</p> <p>B. Qualifications of firm Financial stability and capacity; References</p>	25
<p><b>Qualifications and Experience of Key Personnel</b></p> <p>A. The professional, technical and managerial qualifications and experience of personnel named in the proposal</p> <p>B. Previous relevant experience which demonstrates capability to successfully manage work</p> <p>1) Years of experience</p> <p>2) Extent of experience applicable to this work</p> <p>3) Experience in key staff positions</p>	25

Evaluation Criteria	Max Points
<p><b>Project Understanding and Management Plan</b></p> <p>A. Approach to the scope of services in Appendix A, Scope of Services</p> <p>B. Quality Assurance System</p>	25
<p><b>Reasonableness of Cost</b></p> <p>This portion of the proposal will be evaluated based on reasonableness of the proposed costs. Costs will be compared to costs LAVTA or other comparable public agencies have paid for similar services, and to what is considered to be the industry's standard and customary costs for the services. Proposed costs will also be compared to any independent cost estimates.</p>	25
<b>Total =</b>	100

**I. Interviews**

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an oral interview. If LAVTA conducts interviews, it will do so with those Proposers found to be within the “competitive range.” Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. LAVTA expects that, at a minimum, the proposed Project Manager will attend the oral interview; other Key Personnel may also attend. Please refer to the solicitation timeline in the Invitation for tentative interview dates.

**J. Revised Proposals, Interviews and Negotiations**

LAVTA reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to visit the Proposer(s)' site(s), to interview or not, or to request best and final offers (BAFOs), if it is in the best interest of LAVTA to do so. During this step, the Committee will evaluate financial statements and audit reports submitted by Proposers in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

LAVTA also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and LAVTA may hold simultaneous discussions with those proposers that remain in the competitive range. Proposers who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

LAVTA may accept the proposal, or may negotiate with the highest-ranked firms, the terms and conditions of the Agreement and/or the firms' cost proposal including, but not limited to, the proposed hourly labor rates, overhead rates, profit, fees, and/or billing rates as applicable. At this time, LAVTA may elect to request revised and/or best and final offers (BAFOs) from all of the

firms remaining in the competitive range. At its sole discretion, LAVTA may also reject all proposals. LAVTA also may award an Agreement without conducting interviews or negotiations.

**K. Contract Award**

The Committee will make a recommendation of award of Agreement, if any, to LAVTA's Board of Directors, or designee. All Proposers will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by LAVTA's authorized personnel.

The successful Proposer, to whom award is made, must execute a written Agreement for Services on LAVTA's provided form as set forth in Appendix B within 14 calendar days after Proposer receives the form of Agreement for execution.

**L. Protest Procedures**

Protests Based Upon the Specifications

Protests based upon restrictive specifications or alleged improprieties in this Request for Proposals, which are apparent or reasonably should have been discovered prior to the proposal due date, shall be filed in writing with LAVTA's Executive Director, within five (5) calendar days before proposals are due. The protest must clearly specify in writing the name and address of the protestor, this Request for Proposals, and the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence that reasonably could have been raised in the original protest submission, LAVTA will not consider such new grounds or evidence in the determination on the protest. LAVTA shall issue a written decision on the protest prior to the proposal due date. Where the determination could affect proposals, an appropriate extension of the proposal due date may be granted by LAVTA. If the protest is denied, the proposer may appeal the determination to the Board. The proposer must notify the Executive Director of its intent to resubmit the protest to the Board no later than five (5) calendar days after proposals are due. The notice must state the reasons for the protest and document that the protestor exhausted all administrative remedies at the staff level.

Protests Based Upon Contract Award

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to the proposal due date, such as disputes over the staff recommendation for contract award, shall be submitted in writing to Executive Director within forty-eight (48) hours from receipt of the notice advising of the staff's recommendation for award of contract.

The protest must clearly specify in writing the name and address of the protestor, this Request for Proposals, and the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised, LAVTA will not consider such new grounds or evidence in the determination on the protest. Staff shall analyze the protest and respond with a written determination. If the protest is denied, the proposer may pursue its protest to the Board. The proposer must notify the Executive Director of its intent to resubmit the protest to the Board no later than 24 hours from receipt of the notice advising of staff's determination. The notice must state the reasons for the protest and document that the protestor exhausted all administrative remedies at the staff level.

Proposers resubmitting a protest to the Board for appeal shall have an opportunity to appear and be heard before the Board prior to final award of the contract.

**Failure to comply with the rules set forth herein may result in rejection of the protest.**  
Copies of the complete protest procedures are available from LAVTA's Administrative Offices.

**M. Ex-Parte Communications**

Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication must be directed to the Procurement Officer named in this RFP until after a Notice to Proceed has been issued by LAVTA. There must be no communication with any officer, director, employee, or agent of LAVTA, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Proposers and Proposers' representatives may not communicate with LAVTA's Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of LAVTA during a public meeting.

**N. Confidentiality**

1. Confidentiality and Waiver of Claims

- i. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between LAVTA and the Proposer, is a public record that must be made available to the public.
- ii. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that LAVTA withhold from disclosure the exempt information by submitting:
  - (a) an unredacted copy of the proposal marking each page containing such exempt information as confidential; and
  - (b) a redacted copy of the proposal that redacts the purportedly exempt information; and
  - (c) a separate "confidentiality index" including all of the following information:
    - (i) The section and page number of the proposal where the information is located; and
    - (ii) An explanation of why the information is exempt from disclosure under the CPRA.
- iii. By submitting a proposal, Proposer:
  - (a) consents to the release of the redacted version of the proposal; and (ii) consents to the release of any portion of its proposal not included in the confidentiality index; and

- (b) waives all claims against LAVTA, its directors, officers, employees and agents, for the disclosure of such information.
- iv. If the Proposer does not include a confidentiality index in its proposal, LAVTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to LAVTA.
- v. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.
- vi. A Proposer may not designate its entire proposal as confidential. LAVTA will not honor such designations and will disclose submittals so designated to the public without liability to LAVTA.

2. Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, LAVTA may provide the redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If LAVTA determines that information in the confidentiality index is not exempt from disclosure, LAVTA will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless LAVTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, LAVTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

**O. Waiver**

By submitting a proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

**P. LAVTA's Rights**

LAVTA reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of LAVTA. This RFP does not commit LAVTA to award an Agreement, to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. LAVTA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to LAVTA's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. LAVTA further reserves the right to reject all proposals and seek new proposals when LAVTA considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such

Proposers must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by LAVTA.

**5. CONTRACTUAL REQUIREMENTS**

**A. Agreement for Services**

The selected Proposer for the provision of the Services will be required to execute an Agreement with LAVTA describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This Agreement must follow the Sample Agreement. **All Proposers are directed to review all of the terms and conditions set forth in the Sample Agreement, particularly the indemnification and insurance requirements.**

Submittal of a proposal must be deemed acceptance of all of the terms set forth in this RFP and the Sample Agreement unless the Proposer(s) includes with its proposal, in writing, any modifications requested to the RFP and/or Sample Agreement as set forth on the Exception Form, Exhibit 2. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item, and must be submitted on Exhibit 2. LAVTA reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of proposals.

**B. Disadvantaged Business Enterprises (DBE) Policy**

LAVTA is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. To this end, LAVTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor/Consultant will cooperate in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with LAVTA, the Contractor/Consultant hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subconsultants in the performance of this contract:

“The Contractor/Consultant or subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor/Consultant must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor/Consultant or subconsultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LAVTA deems appropriate.”

LAVTA implements its DBE policy in accordance with DOT regulations, and no contract-specific DBE participation goal has been established for this contract. However, Proposers must cooperate with LAVTA in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use their best efforts to ensure that barriers to DBE’s participation do not exist.



**C. Insurance and Indemnification Requirements**

Proposers are instructed to carefully review the insurance and indemnification provisions set forth in **Appendix C**, and provide evidence of Proposer's acceptance and ability to comply.

Proposers shall submit evidence of ability to provide insurance and meet the stated insurance requirements. Said evidence shall take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained.

If the certificate does not cover the requirements as specified in **Appendix C**, verification of availability of required insurance must otherwise be provided.

**D. Joint Venture Agreement, if applicable**

If the Proposer is a joint venture, an executed copy of the Joint Venture contract shall be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture shall be outlined.

**E. Substance Abuse Program**

Not applicable.

**F. Performance Bond**

The Proposer to whom the Agreement is awarded shall furnish a Performance Bond, in an amount not less than 100% percent of the total contract price, to guarantee performance of the contract.

The Performance Bond shall be on the forms bound herewith and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to Authority.

**6. PROPOSAL CONTENT CHECKLIST**

**Note: Proposers must provide an unredacted version of their proposal. If Proposers are claiming that any portion of their proposal is confidential/proprietary, they must also provide a redacted version of proposal along with a confidentiality index. Reference Section 4.N.**

- Proposal Cover Form**  
Include the completed and signed Proposal Cover Form, Exhibit 1, including acknowledgement of addenda, if any.
- Letter of Introduction**  
Reference Section 3.B. Any exceptions must be set forth on Exception Form, Exhibit 2. Reference Section 5.D., joint venture agreement, if applicable.
- Table of Contents**  
Reference Section 3.C.
- Approach to Providing Services**  
Outline services to be rendered under the Agreement. Discuss approach, methodology, team organization and management plan.

- Identification of Subconsultants or Subcontractors  
  
Reference Section 3.D.3.i. Proposers intending to use subconsultants must identify them on the Proposer's Designation of Subconsultants Form located in Exhibit 3, and include these forms with its proposal. Use of any and all subconsultants must be approved in writing by LAVTA's authorized representative.
- Quality Control Plan  
Reference Section 3.D.3.ii.
- Accounting System  
Reference Section 3.D.3.iii.
- Company Qualifications, Experience and References**  
Reference Section 3.E. Proposers must use the Reference Form located in Exhibit 4, for this purpose.
- Qualifications and Experience of Key Personnel**  
Reference Section 3.F.
- Financial Statements and Insurance Requirements**  
Reference Section 3.G. for financial statement submittal and Insurance Requirements, Appendix C. Proposers must submit evidence of ability to provide insurance and meet the insurance requirements stated in the RFP. Said evidence must take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained.  
  
If the certificate does not cover the requirements as specified in Insurance Requirements, Appendix C, verification of availability of required insurance must otherwise be provided.
- Cost Proposal**  
Reference Section 3.H. All pricing, cost and rate information must be uploaded using the Cost Proposal Form, Exhibit 5.
- Levine Act**  
Reference Section 3.I. and submit the California Levine Act Statement, Exhibit 6.
- Conflicts of Interest**  
Reference Section 3.K Proposer must provide a list in its proposal of its current contracts that involve work with LAVTA, including a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.
- Confidentiality, if applicable**  
Reference Section 4.ON.
- Other Required Forms and Information**  
Submit all other required forms provided in this solicitation.

## 7. **SUBMISSION INSTRUCTIONS**

To expedite the release of proposal documents to reviewers, you are instructed to upload the required documents in Adobe PDF format (unless otherwise noted) as follows.

1. Proposal (unredacted)  
(RFP, Section 3. A through F, Proposal Content)  
Exhibit 1: Proposal Cover Form; Exhibit 2: Exception Form  
Exhibit 4: Reference Form; Exhibit 6: California Levine Act
2. Financial Statement, Income Statement and Balance Sheets for previous 3 years  
(RFP Section 3.G.)
3. Cost Proposal  
RFP, Exhibit 5
4. Insurance  
Certificate of Insurance or Letter from Insurance Broker  
RFP, Section 5.C. and Appendix C
5. Exhibit 3 and Appendix D  
Exhibit 3: Designation of Subconsultants; Appendix D: Small Business Enterprise  
Preference Form
6. Redacted Copy of Proposal (only required if requesting sections be treated as  
confidential)  
(See RFP, Section 4.ON., Confidentiality)

## 8. **LABOR PROTECTION**

The Contractor and its subcontractors are responsible for full compliance with the Displaced Janitor Opportunity Act (the "Act"), California Labor Code Section 1060, et seq. Pursuant to the law, the Contractor and its subcontractors must retain for a sixty (60) day transition period all janitorial/building management employees of the contractor(s) currently providing building management services and their subcontractors if any, (but not including managerial, supervisory or confidential employees, including those employees who could be so defined under the Federal Fair Labor Standards Act) who have worked at least four months at LAVTA facilities. The only exception shall be if the Contractor or its subcontractors have reasonable and substantiated cause not to hire a particular employee based upon that employee's performance or conduct while working under the current contractor(s) and/or their subcontractors, if any. The Contractor and its subcontractors shall give a written offer of employment to each retained employee as required under Labor Code Section 1061(b)(2).

Within three (3) working days after the Contract has been awarded, the prior contractor and its subcontractors shall provide to the Contractor and its subcontractors the name, date of hire and job classification of each employee employed at LAVTA as covered by the prior contractor's contract. LAVTA shall notify the prior contractor and its subcontractors of the identity of the Contractor and its subcontractors as soon as practicable to facilitate the transfer of this information.

The Act has numerous recordkeeping and other requirements that the Contractor must follow. The Contractor should review the Act to ensure that they comply with the law.

In addition to the requirements of the Act, LAVTA will also require, upon the commencement of the Contract and throughout the full term of the Contract, that the Contractor and its subcontractors maintain a list of all employees providing the services required under the Contract. This list of employees must indicate which employees were employed by the prior contractor(s) and subcontract(s) providing janitorial and building management services, if any. The Contractor and its subcontractors must also maintain a list of all janitorial/building management employees of

the prior contractor(s) and subcontractor(s) that were not retained by the Contractor and/or its subcontractors, and such list must indicate the reasons why such employees were not retained.

Upon request from LAVTA, the Contractor and its subcontractors must provide such lists to LAVTA within ten days of LAVTA's request. LAVTA has the ability to request such lists through the term of the Contract.

The Contractor shall be responsible for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1060 et. seq., whether made by the Contractor's own employees, the employees of its subcontractors, or employees of the prior contractor or its subcontractors, arising from or related to the terms and conditions of employment of employees hired to work for the Contractor as of the effective date of this Contract. Notwithstanding any other provision of this Contract, no cost or liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to the Contractor or claim or liability for which the Contractor is entitled to indemnification or reimbursement from LAVTA. The Contractor shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees or employees of the prior contractor, pursuant to Labor Code Section 1060 et. seq. both during and subsequent to the term of the Contract.

At least six (6) months before the end of the Contract, the Contractor and its subcontractors shall provide to LAVTA a list of all employees working at LAVTA facilities. This list of employees shall indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by LAVTA to future bidders for a new contract that will commence whenever the current contract term ends. The Contractor and its subcontractors must provide updates on a monthly basis of the employee lists after the original employee list has been submitted at least six (6) months prior to the end of the Contract. The Contractor's and its subcontractors' obligation to provide monthly updates of the employee lists shall last until the end of the Contract term. If a new contract is awarded to a different contractor at the end of the Contractor's Contract, pursuant to the Act, the Contractor must provide to the new contractor the name, date of hire, and job classification of each employee employed at LAVTA facilities covered by the Contractor's Contract within three (3) working days after the Contractor has been notified by LAVTA of the identity of the new contractor.

## 9. **EXHIBITS**

- Exhibit 1 – Proposal Cover Form
- Exhibit 2 – Exception Form
- Exhibit 3 – Designation of Subcontractors
- Exhibit 4 – Reference Form
- Exhibit 5 – Cost Proposal Form
- Exhibit 6 – California Levine Act
- Exhibit 7 – Performance Bond

**EXHIBIT 1: PROPOSAL COVER FORM**

**PROPOSAL COVER FORM  
for  
LAVTA FACILITY JANITORIAL SERVICES  
RFP # 2023-02**

Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

**A. GENERAL INFORMATION**

DATE SUBMITTED: \_\_\_\_\_

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:

\_\_\_\_\_

**B. PROPOSAL CONTACT PERSON INFORMATION**

NAME AND TITLE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS, IF DIFFERENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

OFFICE PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

**C. CONDITIONS:**

1. The Request for Proposals, required Forms, and Addenda, if any, are made a part of this proposal.
2. The undersigned acknowledges receipt of the following Addenda (e.g.1, 2, 3, 4, etc.), if any:  
\_\_\_\_\_
3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for 180 days from the date of proposal submittal.
4. The undersigned is prepared to sign the Sample Agreement for Services without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements

of this RFP, shall include such requested modifications in its proposal. Exceptions, or modifications, if any, should be clearly identified and submitted on Exhibit 2.

**SIGNED:**

The undersigned certify that I/we submit this proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents. \*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**\*Note:**

If a sole owner, it shall be signed by the owner of the company.

If a corporation, it shall be signed by a Corporate Officer who has full and proper authorization to bind the corporation to the proposal.

If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the proposal.

If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided.

If a limited liability company (LLC), it shall be signed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to LAVTA indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

**EXHIBIT 2: EXCEPTION FORM**

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP, including the Sample Agreement for Services, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer.

COMPANY NAME: \_\_\_\_\_

EXCEPTIONS: \_\_\_\_\_ NO; \_\_\_\_\_ YES.

If YES, list below all exceptions to the solicitation documents and requirements, including exceptions to the Sample Agreement for Services and Insurance Requirements. Number each exception and attach additional copied pages of this form as necessary.

#	Document	Section	Exception/Issue	LAVTA's Response
1				
2				
3				
4				
5				

**EXHIBIT 3: DESIGNATION OF SUBCONTRACTORS**

Proposer's Name: \_\_\_\_\_ Is your firm a Disadvantaged Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Address: \_\_\_\_\_ Firm's Annual Gross Receipts: \_\_\_\_\_ Age of Firm: \_\_\_\_\_  
 Phone: \_\_\_\_\_ ( ) \_\_\_\_\_

**Instructions:** Proposer **MUST** provide information below for **ALL** subcontractors/subconsultants/suppliers ("sub-bidders") that provided proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no sub-bids.

Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Contact Person	DBE (Yes/No)	Please indicate system name, description of Work, Services, or Supplies.	Dollar Amount or Percentage of Work, Services, or Supplies	Bid/Quote Accepted? (Yes/No)
1				
2				
3				

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

**By submitting a proposal, the Contractor certifies that it will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with LAVTA. The Contractor certifies that any DBE listed whose quote was accepted will be performing a commercially useful function on the contract.**



**EXHIBIT 4: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime contractor or as a subcontractor during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. **A minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AS A REFERENCE.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

_____ Company	_____ Project Description
_____ Address	_____ Project / Contract Value
_____ City, State, Zip	_____ Award Date / End Date
_____ Contact Name	( ) _____ Telephone
_____ Contact Title	_____ Email

**Scope and Status of Contract:** \_\_\_\_\_

**Other:** \_\_\_\_\_

_____ Name	( ) _____ Telephone Number
_____ Title	_____ Email Address

**Note: Please complete this form for each reference provided**



**EXHIBIT 6: CALIFORNIA LEVINE ACT**

California Government Code Section 84308 (commonly referred to as the “Levine Act”) prohibits any LAVTA Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract for twelve months before or after the date a final decision concerning the contract has been made. The Levine Act also requires a member of LAVTA Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the link below to review the names of Board members prior to answering the below questions:

LAVTA Board Members:

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LAVTA Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

YES  NO. If yes, please identify the Board Member(s):

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Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any LAVTA Board Member in the 12 months following any Board action related to this contract?

YES  NO. If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude LAVTA from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

## EXHIBIT 7: PERFORMANCE BOND

### PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS**, that

**WHEREAS**, the **LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY**, hereinafter designated as "LAVTA," has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a Contract for LAVTA Facility Janitorial Services; and

**WHEREAS**, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

**NOW, THEREFORE**, we, the Principal, and \_\_\_\_\_, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), being a sum equal to one hundred percent (100%) of the total amount payable for each year under the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address of Surety

**9. APPENDICES**

APPENDIX A, Scope of Services  
APPENDIX B, Sample Agreement for Services  
APPENDIX C, Insurance Requirements

## **APPENDIX A: SCOPE OF SERVICES**

### **Facility Locations; Cleaning Times**

- **LAVTA Administration and Operations Facility (1362 Rutan Court, Livermore, CA):**  
The facility is located on a 4.4-acre site at the southwest corner of Rickenbacker Place and Rutan Court in the airport area of Livermore. The facility consists of a 27,365 S.F., single story, and concrete tilt-up building. The maximum building height is 24'6".  
The administration area of the building contains 6,835 S.F. of floor space and includes an entrance lobby, reception area, community/board room, restrooms, private offices, conference room, lunchroom, file room and a general workroom.  
The operations area contains 4,697 S.F. of floor space and includes fixed route and paratransit dispatch areas, drivers' room, drivers' locker area, restrooms, vending machine area, private offices, conference room and semi-private accounting offices.
- The maintenance area contains 16,103 S.F. and includes a chassis wash (with high pressure steam clean system), an inspection bay (with recessed pit), two general repair bays, a general shop area, lubrication room, battery room, parts storage room, lead mechanic area, parts clerk and maintenance manager's offices, mechanics' lunch room, locker rooms, restrooms and showers. Included in this area are overhead delivery lines for lubricants and other fluids. **No janitorial maintenance services in this area.**
- Routine cleaning three times a week, preferably on a Tuesday, Thursday, and weekend schedule. Additional weekly, monthly, quarterly, and annual cleaning services to be performed at this location as specified below.
- **Atlantis Facility (875 Atlantis Court, Livermore, CA):**  
LAVTA owns just over 9 acres for use as overflow parking. This site is paved with concrete, fenced with controlled access, and equipped with security cameras. Current requirements for janitorial is for three times a week cleaning of two restrooms and one break room at the Fuel and Wash facility recently built on the property. The break room is 174 square feet and each restroom is 166 square feet. Landscaping maintenance is not included in this contract.
- Routine cleaning three times a week, preferably on a Tuesday, Thursday, and weekend schedule. Additional weekly, monthly, quarterly, and annual cleaning services to be performed at this location as specified below.
- **Transit Center (2500 Railroad Avenue, Livermore, CA):**  
The transit center, located at 2500 Railroad Ave., includes a 1300 square foot historic train depot with office space and restrooms.
- Routine cleaning five times a week, preferably on a Weekday schedule. Additional weekly, monthly, quarterly, and annual cleaning services to be performed at this location as specified below.

**Routine Cleaning:** The following tasks must be performed three times per week (preferably Tuesdays, Thursdays and once over the weekend) at LAVTA Administration and Operations Facility and Atlantis Facility, and five times a week at Transit Center.

### 1. General Responsibilities and Tasks

- Maintain neat and orderly janitor's closet.
- Maintain full stock of supplies in closets, including but not limited to toilet paper, paper towels, garbage bags, and necessary cleaning supplies.
- Ensure all tissue, soap dispensers, paper towels and air freshener dispensers in all restrooms are kept full.
- Secure entrances and set alarms upon completion of end of the day cleanings.
- Report any electrical or plumbing problems to Facilities Manager via phone call within 2hours of discovery of problem.
- Leave only designated lights on. Designated lights will be discussed with Contractor prior to the start of the contract
- Trash can liners must be the appropriate size approved by LAVTA's Facility Manager.
- Ensure trash and recycling are disposed of in proper dumpsters as instructed by LAVTA's Facility Manager.

### 2. Restrooms (two in Administration Facility, four in Operations Facility, three at Transit Center, two at Atlantis) All restrooms will be cleaned with a quality disinfectant cleaner approved by LAVTA's Facility Manager.

- a Clean mirrors.
- b Polish all chrome receptacles; paper towel holders, garbage containers, feminine supply holders, toilet paper holders, and faucets on sinks and on showers.
- c Clean and disinfect wash basins.
- d Clean and disinfect toilet seats (including underside), toilet bowls and urinals.
- e Sweep and damp mop floor including shower areas. Remove all spills, sticky areas, gum, etc.
- f Wash and disinfect all showers with non-toxic germicidal disinfectant. (Showers are only in operations area.)
- g Replenish restroom supplies including soap, towels, toilet tissue, seat cover dispensers, and air fresheners.
- h Wet wipe bathroom stalls with disinfectant cleaner paying attention to stall doors.
- i Empty and wipe down waste and sanitary containers, dispose of contents, replace liners.
- j Pour water in all floor drains.
- k Clean entrance door, remove handprints from push plates and sanitize.
- l Spot cleaning of tiles/walls with disinfectant cleaner as needed.

### 2. Kitchen (one in administration, two in operations, small one in the front admin office)

- a Clean all kitchen and coffee bar sinks and counters and any tables. Wipe down exterior surfaces of microwave oven, dishwasher, refrigerator and warming tray.
- b Brush crumbs from chairs.
- c Restock all dispensers as needed, including but not limited to toilet paper, and paper towels, and hand soap. Supplies needed to restock the dispensers will be provided by the Contractor.
- d Remove spots and spills from walls, cupboards, and around trash can.
- e Sweep floors weekly.
- f Wash floor once a month.
- g Empty and wipe down waste containers, dispose of contents, replace liners.

### 3. Floors

- a Sweep and damp mop all non-carpeted floors at all three LAVTA locations.



- b Vacuum all carpeted surfaces wall to wall (Transit Center only).
  - c Spot clean spills from carpets (Transit Center only).
4. Clean lobby and main reception area to showcase condition in Admin, and Transit Center locations..
  5. Clean and disinfect the main entry way door handles in Admin and Transit Center locations.
  6. Clean the glass display case inside and the wood and plexiglass display case outside the front door of LAVTA Suite 100 in the LAVTA Administration and Operations Facility.
  7. At the Admin location, empty all waste containers including outdoor sand urns, replace soiled waste container liners, and recycle designated trash. LAVTA's Facility Manager will inform Contractor of designated trash locations prior to contract start.
  8. Clean, sanitize and polish drinking fountains in Admin and Transit Center locations.
  9. Spot clean fingerprints, smudges and other marks from woodwork, walls, wall switches, doors, door handles, glass partitions and the inside surfaces of exterior windows at all three locations.
  10. Polish entrance metal where appropriate.
  11. Spot clean spills or spots on upholstered furniture and chair mats.
  12. Dust all desks, tables, computers, and filing cabinets. Papers or folders left on desks should not be moved.
  13. Wipe down tables in conference room at the Admin location.
  14. Breakdown cardboard boxes before disposing.
  15. DO NOT wipe down the large monitor in the conference area at the Admin location.

**Weekly:** The following tasks must be performed once per week at all three locations: LAVTA Administration and Operations Facility, Atlantis Facility, and Transit Center.

1. Restrooms
  - a Sweep with a heavy brush all restroom, locker and shower room floors and disinfect with a germicidal disinfectant.
  - b Sanitize, disinfect, and deodorize toilet bowls, seats, basins and urinals and plumbing and remove all lime deposits.
  - c Pumice toilets and urinals to remove all scale.
  - d Wash woodwork, ceramic tile, and other surfaces and remove splash marks from walls, urinals and toilet partitions.
  - e Clean and sanitize the outside of trash receptacles and dispensers.
2. Polish kitchen appliances and stainless steel to restore original finish. Return furniture to neat and orderly position.

3. Machine buff all linoleum or vinyl tiled floors.
4. Perform high dusting (i.e., door sashes, window sills, tops of partitions, high cabinets, ledges, vents), and remove cobwebs.
5. Dust all baseboards and other low maintenance areas.
6. Clean and polish metal chairs, office equipment, and wooden furniture.
7. Clean picture glass and wipe down picture frames.
8. Wipe down plastic and leather furniture and blinds.
9. Clean all glass doors (both surfaces in buildings, including glass partitions).
10. Clean and disinfect handsets of telephones.
11. Clean and wipe down all wastebaskets and interior trash cans and replace plastic liners.
12. Maintain an orderly arrangement of all janitorial supplies and paper products in the storage room.
13. Move chairs and furniture as needed for sweeping and mopping.

**Monthly:** The following tasks must be performed once per month at all three locations: LAVTA Administration and Operations Facility, Atlantis Facility, and Transit Center.

1. Clean, wax and buff all linoleum and vinyl floors per manufacturer's.
2. Clean all light fixtures.
3. Thoroughly clean Venetian and vertical blinds and partitions.
4. Clean interior of ovens, microwaves and refrigerators.
5. Remove spider webs from exterior entry and interior offices, restrooms and kitchen.
6. Brush down or vacuum wall and ceiling vents.
7. Clean and polish all wood trim.

**Quarterly:** The following tasks must be performed once per quarter at all three locations: LAVTA Administration and Operations Facility, Atlantis Facility, and Transit Center.

1. Wash all windows inside and out.
2. Clean and polish all interior metal fixtures and surfaces, including door push and kick plates and pulls.

3. Vacuum all fabric window coverings.
4. Strip and seal vinyl floors in LAVTA Administration and Operations Facility. After thoroughly stripping and preparing floor, apply base coat per manufacturer's specifications.

**Annually:** The following tasks must be performed once per year at all three locations: LAVTA Administration and Operations Facility, Atlantis Facility, and Transit Center.

1. Strip and seal all linoleum and vinyl floors per manufacturer's specifications. After thoroughly stripping and preparing floor, apply base coat per manufacturer's specifications.
2. Shampoo and pile lift all carpets and entry rugs or deep clean by pressure extraction process and pile lift.
3. Clean all floor kick panels.
4. Pressure wash the exterior of the LAVTA Administration and Operations Facility, including street facing "bus yard" perimeter walls.
5. Seal tile grout in restrooms.

### **Scheduling Monthly, Quarterly and Annual Services**

Contractor will schedule these services with LAVTA's Facility Manager

### **Work Schedules for Holidays**

Holidays – LAVTA recognizes the holidays as shown below:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Veteran's Day  
Thanksgiving  
Christmas

All facilities will get their regularly scheduled services on holidays, unless an alternative schedule is approved in advance by LAVTA's Facility Manager.

### **Staffing Requirements, Training, and Security**

#### **Contractor's Lead Worker/Shift Supervisor at LAVTA Administration and Operations Facility**

- a. Contractor shall provide a designated lead worker/supervisor at the LAVTA Administration and Operations Facility to ensure daily compliance at all facilities with work specifications, policies and procedures as presented in the contract documents.

- b. Contractor's Lead Worker/Supervisor will also be in communication with outlying janitor staff to ensure that work schedules/frequencies are known by site staff and that scheduled tasks are noted upon completion. Contractor's Lead Worker/Supervisor shall verify that all services are completed as scheduled and to the quality standards specified herein.
- c. Contractor's Lead Worker/Supervisor shall be knowledgeable of cleaning methods, equipment, and materials to effectively clean and protect all manners of building/flooring surfaces (carpet, glass, upholstery, wood, stone, metal, tile, etc.).
- d. Contractor's Lead Worker/Supervisor shall inspect the facilities under contract for the purpose of ensuring quality workmanship and compliance with the contract. This procedure should provide the supervisor with the opportunity to note discrepancies and complaints; and to plan for correction of deficiencies in the work. This supervisor shall report to the LAVTA Facility Manager for communications and coordination of the janitorial functions and quality control at least monthly.
- e. Contractor's Lead Worker/Supervisor shall have sufficient authority and company resources to make field changes to work schedules. The Lead Worker/Supervisor will modify work to site conditions as warranted when existing personnel/equipment are sufficient; larger issues will be reported daily to LAVTA upon discovery with an applicable work plan furnished within 1-2 work days thereafter.
- f. Contractor's Lead Worker/Supervisor shall be responsible for the conduct and performance of Contractor's employees and subcontractors, if any.
- g. Contractor's Lead Worker/Supervisor shall be moderately proficient and conversant in both spoken and written English to read, understand and respond to schedules, work orders, job instructions, chemical labels, safety notices as well as the need to readily communicate with LAVTA staff verbally and/or via email.
- h. Each day on which services are performed, Contractor's Lead Worker/Supervisor shall post an email, written report or pass-down log to acknowledge any notable events or observations that occurred during the shift. This includes, but is not limited to, any variance to the cleaning tasks/frequencies, any periodic cleaning events that are rescheduled, any staffing shortages/absences that impact work, any reported accidents/injuries, any unsafe conditions that become apparent.
- i. Contractor's Lead Worker/Supervisor shall possess a minimum of two (2) years of recent (within the past 5 years) experience in directing cleaning operations in a supervisory capacity.
- j. The Lead Worker/Supervisor herein will be directly employed by the Contractor; this position will not be subcontracted to any third party. The Lead Worker/Supervisor shall be available during regular night-shift hours and be reachable by cellphone. The Lead Worker/Supervisor shall be available to the Contractor's crew at other facilities via a cellphone with a digital camera.

#### Contractor's Employees

- a. Employees furnished by Contractor for daily/weekly services will be under direct supervision and control of Contractor.
- b. Periodic cleaning and/or specialty services may be provided by a designated subcontractor identified in Contractor's Proposal and approved by LAVTA.
- c. Contractor's employees must have a good working knowledge of the principle and techniques used in building maintenance; they shall be proficient with Contractor's cleaning products and related equipment and machinery. They shall be trained in safety procedures and demonstrate safe work practices.
- d. LAVTA shall have the right to have any employee removed from this service for any reason.

### Site Conduct of Contractor's Employees

Contractor shall enforce conduct requirements to include, but not limited to:

- a. Contractor's employees shall comply with all "No Smoking" rules and regulations;
- b. Contractor's employees shall report found objects, hazardous conditions, suspicious items and similar irregularities to the Facility Manager;
- c. Contractor's employees shall not open desk drawers or cabinets at any time;
- d. Contractor's employees shall not use or tamper with employees' personal property at any time;
- e. Contractor's employees shall not make personal use of phones or office equipment;
- f. Contractor's employees shall not behave in an overly loud or boisterous manner;
- g. Contractor's employees shall not participate or aid in theft, abuse or misuse of supplies or equipment;
- h. Contractor's employees shall not verbally or physically abuse any person, either employee, visitor or otherwise;
- i. Contractor's employees shall not use alcohol or drugs during work hours and shall not display the effect of alcohol or drugs during work hours;
- j. Contractor's employees shall not exhibit any deliberate or habitual disregard in following safety and security instructions.

Contractor shall ensure that its employees and subcontractors are informed of these requirements and these issues are discussed with workers at specified intervals.

### Non-Interference with Facility Operations

- a. Work herein shall be performed in such a manner as to minimize and/or eliminate unnecessary noise, obstructions and interference to employees, tenants and/or the general public.
- b. Contractor will protect all portions of facility from damage during the course of their work. Any damage by Contractor's employees shall be reported to the Facility Manager for subsequent review; such items may be serviced or repaired at Contractor's expense.
- c. Contractor shall bear full responsibility for the protection and safety of public, personnel, materials, and surfaces in the vicinity of their work.
- d. Contractor will use areas designated by LAVTA to store materials and equipment and to park delivery vehicles. No advertisement signs shall be permitted.

### Safety Training and Workplace Hazards

- a. Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and applicable means to control or eliminate any potential hazards. In the event Contractor's employees find significant hazards or alarming conditions in the course of their work (smoke, fire, electrical arc, etc.), they shall promptly notify LAVTA staff and Contractor's supervisor/lead worker.
- b. Contractor shall be responsible for OSHA Guidelines of Blood Pathogens: compliance on date of contract acceptance and shall provide proof to LAVTA.

### Security Requirements

LAVTA will provide contractor with all necessary keys for each of the three locations. If contractor loses any of these keys they will be required to pay for the re-keying of the facility for which the keys were lost.

### Equipment

- a. Contractor must have and maintain cleaning equipment/tools commonly associated with all specified tasks. Contractor shall furnish "as needed" all such equipment when

necessary to carry out the performance requirements stated herein. Equipment furnished by Contractor shall be in sufficient quantities to ensure proper coverage. There will be no additional charge(s) allowed for tools and specialty equipment for specific tasks that are specifically identified and defined in the Scope of Work herein.

- b. All materials and equipment herein shall be used per manufacturer's directions for each application. Contractor shall be responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of such equipment. Contractor shall provide any and all safety apparatus necessary to protect employees so they may operate equipment safely.
- c. Equipment used at LAVTA facilities shall be kept in good repair. Contractor is further obligated to ascertain that all equipment is operated safely and according to current OSHA standards. Equipment which is in such a state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e.: defective or missing bumper cords, housing covers, etc. Equipment shall not exceed 67 decibels during normal operations.

### **Supplies**

- a. Contractor must furnish all consumable supplies in conjunction with specified tasks. Contractor shall furnish such supplies "as needed" for LAVTA facilities. Contractor shall maintain an adequate local stock of such consumable supplies to meet LAVTA's needs.
- b. Any out-of-stock condition caused by lack of adequate supplies on site and/or failure to perform normal restocking duties by Contractor's employee(s) is a critical deficiency. LAVTA may request prompt delivery and restocking of "missing" supplies outside of normal service hours; Contractor shall absorb such costs (labor, supplies and transportation) as needed.
- c. Paper products – rolled/folded paper towels, toilet paper (2-ply), and toilet seat covers. Paper products shall comply with the U.S. Environmental Protection Agency's "COMPREHENSIVE PROCUREMENT GUIDELINES FOR JANITORIAL PAPER" which contain the minimum post-consumer recycled material (by weight) as follows. Paper Towels, 40 percent PCR; Toilet Paper, 20 percent PCR; Toilet Seat Covers, 20 percent PCR. Paper product edges must be cleanly cut with no ragged edges. All paper products will be compatible with existing dispensers.
- d. Cleaning products, chemicals and consumable supplies shall be water-based, OSHA-approved and Green Seal certified/labelled. Manufacturer's literature shall be provided upon request to ensure performance, health, and sustainability criteria.
- e. Cleansers, detergents, disinfectants, stain removers and graffiti removers shall be clearly labeled and accompanied with instructions for proper use.
- f. All cleaning solutions shall be dispensed in such a way that they are ready for immediate use by cleaning staff, e.g., spray bottles, directions for usage on appropriate surfaces, etc. All chemical supplies will be received, stored, distributed and used in their "ready-to-use" (RTU) concentrations at LAVTA facilities. Use of portion control dispensers to take concentrated cleaning chemicals and dilute them with water to create RTU cleaning solutions are prohibited from LAVTA facilities. However, Contractor may use off-site dilution stations at their own facilities to supply LAVTA's requirements.
- g. Sanitizing and deodorizing agents (disinfectants, germicides, bactericides, fungicides, viricides and mildewcides) shall be clearly labeled with an Environmental Protection Agency (EPA) Registration Number.
- h. Dust mops and wipes shall be split-microfibers (Swiffer-type) with no oil-based or water-based treatment/dressing.
- i. Trash-Recyclable bin liners shall comply with the U.S. Environmental Protection Agency's "COMPREHENSIVE PROCUREMENT GUIDELINES FOR PLASTIC TRASH

CAN LINERS” which contain a minimum 20 percent (by weight) of postconsumer recycled content. The original manufacturer of such bags/liners must be currently listed as compliant to the State of California Integrated Waste Management Board’s Certification Requirements found at [www.ciwmb.ca.gov/buyrecycled/TrashBags/complylist/](http://www.ciwmb.ca.gov/buyrecycled/TrashBags/complylist/). Plastic trash bags/liners shall also comply with current requirements of the State of California Public Resources Code, Sections 42290-42297. Recyclable bin liners shall be transparent-opaque to allow easy inspection/validation of contents.

- j. Compost bin liners shall meet the certification standards of the Biodegradable Products Institute (BPI). Such liners shall comply with American Society for Testing and Materials Standards ASTM D6400 and/or D6868.

## **LAVTA Oversight: Deficiency Reporting and Inspections**

### **Deficiency Reporting**

- a. If a cleaning-related deficiency (service and/or supplies) is noted by LAVTA, Contractor will be notified in writing. LAVTA may elect to place a phone call for immediate correction with a subsequent written account of circumstances. Either action will constitute a “deficiency notice” with corrective service to follow. Contractor’s supervisor shall provide a written response, no later than the end of the next shift, which identifies the source(s), the corrective action taken and procedure(s) put in place to prevent recurrence of similar problems.
- b. Contractor may be allowed to “redo” service upon notification of deficiency. However, work that is “redone” by Contractor does not negate/erase the original notice of deficiency from subsequent review. LAVTA reserves the right to consider any repeat of inadequate/partial/absent services as a failure to perform. LAVTA may determine at its sole discretion when such level of service has progressed to an unsatisfactory level.
- c. For any deficiency in “periodic” services which is not corrected within two work shifts of the originally scheduled event, Contractor may request a revised completion date/time from LAVTA. If deemed acceptable by LAVTA, Contractor’s supervisor shall submit a report when specified action has been completed. If LAVTA determines that Contractor’s response is unacceptable, then LAVTA may begin steps for non-performance of such work.
- d. If Contractor disputes LAVTA’s findings for any given inspection, Contractor may address specific data furnished in the report and furnish such data (digital photos, field notes, narratives, etc.) appropriate to support divergent findings. However, subsequent rework by Contractor of missed and/or inadequate work does not itself eliminate the initial discrepancy. A subsequent inspection, at the discretion of LAVTA, may be appended to LAVTA’s original report.

### **Monthly Inspections**

LAVTA’s Facility Supervisor will conduct monthly inspections with the contractor to ensure that performance does not drop below acceptable standards. The monthly inspection shall be during the last week of each month, subject to LAVTA staff availability. LAVTA reserves the right to conduct weekly inspections. Any deficiencies identified by LAVTA during each monthly or weekly inspection shall be subject to liquidated damages pursuant to the Agreement.

The contractor (all contractor personnel, either employees or owner-workers, who are performing any work under this Agreement) will correct all cleaning discrepancies verified by LAVTA immediately upon receiving verbal notification from an authorized LAVTA representative. Cleaning discrepancy refers to an incident of noncompliance with the

specifications set forth in this RFP. Verified cleaning discrepancies that are not immediately corrected will be subject to liquidated damages pursuant to the Agreement.

## **Communication**

### Routine Communication

- a. Following the award (if any) and before the start of services, LAVTA staff and Contractor shall meet and confer on an effective means to place special requests in accordance with or above the requirements of this contract.
- b. The Facility Manager will generally communicate work requests or deficiency reports to Contractor via e-mail or phone call.
- c. LAVTA maps and floor-plans are provided to allow both parties to clarify sites/events which need attention. Such notices may be left "as needed" for site crews at their respective start/sign-in locations at LAVTA facilities.
- d. LAVTA and/or Contractor may also create checklists/forms as needed to note common problems (broken plumbing fixtures, loose floor tiles, carpet tears that pose a trip hazard, pest sightings, etc.) within the facilities.

### Urgent Communication

- a. Contractor shall identify and maintain both a phone system and email system which allows LAVTA staff to promptly notify Contractor's Lead Worker/Site Supervisor of urgent needs – emergency cleaning, missing personnel, hazards, deficiencies, etc.
- b. Contractor's Lead Worker/Shift Supervisor and/or a delegated manager with equivalent authority shall be available during weekday business hours to respond by phone/email within 15 minutes of LAVTA's initial request for prompt service.
- c. Contractor's Lead Worker/Site Supervisor shall be available during the designated shift hours to respond to respond by phone/email within 15 minutes of LAVTA's initial request for prompt service.
- d. For prompt service during all other hours, Contractor shall provide a single phone number and/or email for LAVTA to notify about urgent needs and Contractor's authorized staff will return such call within 30 minutes of LAVTA's initial request for prompt service.



AGREEMENT BETWEEN  
THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY (AUTHORITY)  
AND  
\_\_\_\_\_ (CONTRACTOR)

**AGREEMENT SUMMARY\***

**Board of Directors' Date of Award:**

**Resolution Number:**

**Effective Date of Agreement:**

**Services to be Performed (Section 1):**

**Term of Agreement (Section 3):**

**Contractor's Key Representative (Section 4):**

**Compensation (Section 5): The not to exceed amount of \$ \_\_\_\_\_**

\*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement.

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SAMPLE

This AGREEMENT for Facility Janitorial Services (Agreement) is entered into by and between the Livermore Amador Valley Transit Authority (AUTHORITY) located at 1362 Rutan Court, Suite 100, Livermore, CA 94551 and \_\_\_\_\_ (CONTRACTOR), a \_\_\_\_\_ [STATE] Corporation located at \_\_\_\_\_ [INSERT ADDRESS] (“the Parties”).

### **1. SCOPE OF SERVICES**

This is an Agreement to provide Facility Janitorial Services. The CONTRACTOR agrees to provide these services to the AUTHORITY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing janitorial services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR’s services will consist of the services set forth in the Request for Proposals dated \_\_\_\_\_, which is attached hereto and incorporated herein as Exhibit A, as supplemented by the CONTRACTOR’s written proposal dated \_\_\_\_\_, attached hereto and incorporated herein as Exhibit B.

### **2. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- (1) This Agreement including Attachment A, Insurance Requirements;
- (2) Exhibit A, Request for Proposals;
- (3) Exhibit B, CONTRACTOR’s Proposal including [negotiated] costs/labor rates.
- (4) [ADD ADDITIONAL EXHIBITS IF NECESSARY]

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

### **3. TERM OF AGREEMENT**

The term of this Agreement will be for a three-year term commencing upon \_\_\_\_\_ (Effective Date) and ending on [INSERT DATE]. The CONTRACTOR will furnish the AUTHORITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the solicitation documents.

The AUTHORITY reserves the right, in its sole discretion, to exercise up to two one-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If the AUTHORITY determines to exercise the option term(s), the AUTHORITY will give the CONTRACTOR at least 30 days’ written notice of its determination.

It is understood that the term of the Agreement and any option term(s) granted thereto as specified herein are subject to the AUTHORITY’s right to terminate the Agreement in accordance with Section 22 of this Agreement.

#### **4. CONTRACTOR'S REPRESENTATIVE**

At all times during the term of this Agreement \_\_\_\_\_ will serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONTRACTOR and approval by the AUTHORITY, which will not be unreasonably withheld, the CONTRACTOR may substitute this person with another person, who will possess similar qualifications and experience for this position.

#### **5. COMPENSATION**

The CONTRACTOR agrees to perform all of the base services included in Section 1 for a total not-to-exceed amount of \_\_\_\_\_ (\$ \_\_\_\_\_), in accordance with Exhibits A and B. The total amount will include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. The AUTHORITY will pay the CONTRACTOR in accordance with Section 6.

In the event that the AUTHORITY exercises its right to extend this Agreement, the CONTRACTOR agrees to perform all of the optional services for a total not-to-exceed amount of \_\_\_\_\_ (\$ \_\_\_\_\_), in accordance with Exhibits A and B. The total amount will include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. The AUTHORITY will pay the CONTRACTOR in accordance with Section 6.

#### **6. MANNER OF PAYMENT**

The CONTRACTOR must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number [insert contract #], Purchase order #, and the AUTHORITY's Project Manager's [OR Procurement Officer's] name. The AUTHORITY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AUTHORITY reserves the right to withhold payment to the CONTRACTOR if the AUTHORITY determines that the quantity or quality of the work performed is unacceptable. The AUTHORITY will provide written notice to the CONTRACTOR within 10 calendar days of the AUTHORITY's decision not to pay and the reasons for non-payment. If the CONTRACTOR disagrees with the AUTHORITY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AUTHORITY's decision to the AUTHORITY within 30 calendar days of the AUTHORITY's notice. If the CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge the AUTHORITY's decision. Final payment will be withheld until the CONTRACTOR performs all required Agreement expiration or termination obligations.

Invoices shall be made in writing and delivered or mailed to the AUTHORITY as follows:

Accounts Payable  
Livermore Amador Valley Transit Authority  
1362 Rutan Court  
Suite 100  
Livermore, CA 94551

The CONTRACTOR represents that the CONTRACTOR's taxpayer identification number (TIN) is \_\_\_\_\_ as evidenced by a completed Federal Form W-9.

**7. NOTICES**

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between the AUTHORITY's \_\_\_\_\_ or designee, and the CONTRACTOR's \_\_\_\_\_.

Notices informing the CONTRACTOR of the AUTHORITY's decision to exercise Agreement options (that were exercisable in the AUTHORITY's sole discretion) will be exchanged between the AUTHORITY's \_\_\_\_\_ or designee, and the CONTRACTOR's \_\_\_\_\_ via electronic mail to: \_\_\_\_\_.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to the AUTHORITY:                      Executive Director  
    Livermore Amador Valley Transit Authority  
    1362 Rutan Court, Suite 100  
    Livermore, CA 94551  
    Email: \_\_\_\_\_

If to the CONTRACTOR: \_\_\_\_\_  
    Attn: \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_  
    Email: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**8. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONTRACTOR will be and are the property of the AUTHORITY. The AUTHORITY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to the AUTHORITY. If any materials are lost, damaged, or destroyed before final delivery to the AUTHORITY, the CONTRACTOR will replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AUTHORITY. The CONTRACTOR agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

#### **9. CONFIDENTIALITY**

Any AUTHORITY materials that the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement (“confidential information”) will be held in confidence by the CONTRACTOR, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONTRACTOR, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AUTHORITY’s Executive Director or designee.

#### **10. USE OF SUBCONTRACTORS**

The CONTRACTOR must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AUTHORITY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONTRACTOR will be solely responsible for reimbursing any subcontractors and the AUTHORITY will have no obligation to them.

#### **11. CHANGES**

The AUTHORITY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AUTHORITY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, the CONTRACTOR will so advise the AUTHORITY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or

contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AUTHORITY prior to the time that the CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AUTHORITY approval for extra work prior to performing extra work may, at the AUTHORITY's sole discretion, result in non-payment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

The CONTRACTOR will indemnify, keep and save harmless the AUTHORITY and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

**A.** Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or wilful misconduct of the CONTRACTOR or its employees, subcontractors, subconsultants or agents; and

**B.** Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the AUTHORITY or any of the other individuals enumerated above in any such action, the CONTRACTOR will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

## **13. INSURANCE**

Refer to Attachment A, appended hereto, for the Insurance Requirements.

## **14. CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR will be deemed to be an agent or employee of the AUTHORITY. The CONTRACTOR is and will be an independent contractor and the legal relationship of any person performing services for the CONTRACTOR will be one solely between that person and the CONTRACTOR.

## **15. ASSIGNMENT**

The CONTRACTOR must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AUTHORITY.

## **16. AUTHORITY WARRANTIES**

The AUTHORITY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.



## **17. AUTHORITY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AUTHORITY, the AUTHORITY's Executive Director, or such person or persons the Executive Director may designate in writing from time to time, will represent and act for the AUTHORITY.

## **18. WARRANTY OF SERVICES**

**A.** The CONTRACTOR warrants that its services will be performed in accordance with the standards of practices of comparable janitorial services firms at the time the services are rendered.

**B.** In the event that any services provided by the CONTRACTOR hereunder are deficient because of the CONTRACTOR's or subcontractor's failure to perform said services in accordance with the warranty standards set forth above, the AUTHORITY will report such deficiencies in writing to the CONTRACTOR within a reasonable time. The AUTHORITY thereafter will have:

**i.** The right to have the CONTRACTOR re-perform such services at the CONTRACTOR's expense; or

**ii.** The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if, within 30 days after written notice to the CONTRACTOR requiring such re-performance, the CONTRACTOR fails to give satisfactory evidence to the AUTHORITY that it has undertaken said re-performance; or

**iii.** The right to terminate the Agreement for default.

**C.** The CONTRACTOR will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

## **19. CLAIMS OR DISPUTES**

The CONTRACTOR will be solely responsible for providing timely written notice to the AUTHORITY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AUTHORITY's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, the CONTRACTOR's failure to provide timely notice will constitute a waiver of the CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AUTHORITY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AUTHORITY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AUTHORITY, such notice will be given to the AUTHORITY prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will

be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AUTHORITY and will be governed by all applicable provisions of the Agreement. The CONTRACTOR will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONTRACTOR claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **20. REMEDIES**

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, the AUTHORITY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **21. TEMPORARY SUSPENSION OF WORK**

The AUTHORITY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as the AUTHORITY may deem necessary. The suspension may be due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONTRACTOR. The CONTRACTOR will comply immediately with the written order of the AUTHORITY to suspend the work wholly or in part. The suspended work will be resumed when the CONTRACTOR is provided with written direction from the AUTHORITY to resume the work.

If the suspension is due to the CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs will be at CONTRACTOR's expense and no schedule extensions will be provided by the AUTHORITY.

In the event of a suspension of the work, the CONTRACTOR will not be relieved of the CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work that the AUTHORITY has specifically directed the CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of the CONTRACTOR, suspension of all or any portion of the work under this Section may entitle the CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

## **22. TERMINATION**

**A. Termination for Convenience.** The AUTHORITY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AUTHORITY terminates the Agreement for convenience, the AUTHORITY

agrees to pay the CONTRACTOR, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AUTHORITY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. The CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AUTHORITY upon the effective date of the termination for convenience. The CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or contractors as the AUTHORITY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

**B. Termination for Default.** If the CONTRACTOR fails to perform any of the provisions of this Agreement, the AUTHORITY may find the CONTRACTOR to be in default. After delivery of a written notice of default, the AUTHORITY may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AUTHORITY's discretion, provide a plan to cure such breach which is acceptable to the AUTHORITY within 7 calendar days. If the CONTRACTOR cures the default within the cure period but subsequently defaults again, the AUTHORITY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR's property, the AUTHORITY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. The AUTHORITY agrees to remit final payment to the CONTRACTOR in an amount to cover only those sums actually due and owing from the AUTHORITY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AUTHORITY is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AUTHORITY upon the effective date of the termination for default.

**C.** The rights and remedies of the AUTHORITY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONTRACTOR and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors will permit the AUTHORITY, the State Comptroller, and their authorized representatives, to inspect, examine, take excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will also provide such assistance as may be required in the course of such audit. The CONTRACTOR will retain these

records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AUTHORITY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse the AUTHORITY for those costs within sixty (60) days of written notification by the AUTHORITY.

**24. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate.

**25. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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

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

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AUTHORITY's Procurement Officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **26. LIQUIDATED DAMAGES**

TIME IS OF THE ESSENCE IN THIS AGREEMENT. In accordance with the Request for Proposals, and pursuant to Government Code Section 53069.85, the Parties agree that the AUTHORITY will incur damages that are difficult to ascertain in the event that CONTRACTOR fails to perform the required work completely and timely. Accordingly, the

CONTRACTOR agrees to pay, as liquidated damages and not as a penalty, \$\_\_\_\_\_ for each and every day that the CONTRACTOR fails to perform the required work completely and timely.

The CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the AUTHORITY to be beyond the reasonable control of the CONTRACTOR, provided the CONTRACTOR notifies the Project Manager/Procurement Officer in writing of the causes of delay within five calendar days from the beginning of any such delay.

The Executive Director, will ascertain the nature of the delay and determine whether an extension of time is warranted, which determination will be final and conclusive. The CONTRACTOR has the burden of proof that the delay was beyond its control.

The liquidated damages set forth in this Section will be the AUTHORITY's exclusive remedy for any damages resulting from the CONTRACTOR's failure to meet the deadlines set forth herein. Any such damages shall be deducted from the payment from the AUTHORITY to the CONTRACTOR for the month(s) in which the CONTRACTOR fails to perform its work completely and in a timely manner.

## **27. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY**

The AUTHORITY is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. To this end, the AUTHORITY has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the CONTRACTOR will cooperate in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of this Agreement, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

"The CONTRACTOR or subcontractor must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the AUTHORITY deems appropriate."

The AUTHORITY implements its DBE Policy in accordance with DOT regulations [, and no contract-specific DBE participation goal has been established for this Agreement. However,] CONTRACTOR must cooperate with the AUTHORITY in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE's participation do not exist.

For DBE Program and requirements, please refer to Exhibit \_\_\_ and Appendix \_\_, if applicable.

## 28. CONFLICT OF INTEREST

**A. General.** Depending on the nature of the work performed, a CONTRACTOR of the AUTHORITY may be subject to the same conflict of interest prohibitions established by California law that govern the AUTHORITY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, the CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the AUTHORITY's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by the AUTHORITY.

No person previously in the position of director, officer, employee or agent of the AUTHORITY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the AUTHORITY, or any officer or employee of the AUTHORITY, for a period of one (1) year after leaving office or employment with the AUTHORITY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**B. Organizational Conflicts of Interest.** The CONTRACTOR will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AUTHORITY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONTRACTOR will not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement the CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder,

the CONTRACTOR immediately will provide the AUTHORITY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, the AUTHORITY becomes aware of an organizational conflict of interest in connection with the CONTRACTOR's performance of the work hereunder, the AUTHORITY will similarly notify the CONTRACTOR.

In the event a conflict is presented, whether disclosed by the CONTRACTOR or discovered by the AUTHORITY, the AUTHORITY will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. The AUTHORITY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the CONTRACTOR must maintain lists of its employees, and the subcontractors and independent contractor used and their employees. The CONTRACTOR must provide this information to the AUTHORITY upon request. However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. The CONTRACTOR will retain this record for five (5) years after the AUTHORITY makes final payment under this Agreement. Such lists may be published as part of the AUTHORITY's future solicitations.

The CONTRACTOR will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. The CONTRACTOR will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by the AUTHORITY in addressing organizational conflicts that arise out of work performed by the CONTRACTOR, or to termination of this Agreement for breach.

## **29. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)**

The CONTRACTOR consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AUTHORITY, its directors, officers, employees, and agents, for the disclosure of such information. If the CONTRACTOR did not include a confidentiality index in its proposal, the AUTHORITY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AUTHORITY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AUTHORITY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AUTHORITY determines that information in the confidentiality index is not exempt from disclosure, the AUTHORITY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the AUTHORITY, its directors, officers, employees, and agents, from any and against all damages



(including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONTRACTOR fails to accept a tender of a defense, the AUTHORITY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

### **30. LABOR PROTECTION**

The CONTRACTOR and its subcontractors are responsible for full compliance with the Displaced Janitor Opportunity Act (the "Act"), California Labor Code Section 1060, et seq. Pursuant to the law, the CONTRACTOR and its subcontractors must retain for a sixty (60) day transition period all janitorial/building management employees of the contractor(s) currently providing building management services and their subcontractors if any, (but not including managerial, supervisory or confidential employees, including those employees who could be so defined under the Federal Fair Labor Standards Act) who have worked at least four months at the AUTHORITY's facilities. The only exception shall be if the CONTRACTOR or its subcontractors have reasonable and substantiated cause not to hire a particular employee based upon that employee's performance or conduct while working under the current contractor(s) and/or their subcontractors, if any. The CONTRACTOR and its subcontractors shall give a written offer of employment to each retained employee as required under Labor Code Section 1061(b)(2).

Within three (3) working days after the Agreement has been awarded, the prior contractor and its subcontractors shall provide to the CONTRACTOR and its subcontractors the name, date of hire and job classification of each employee employed at AUTHORITY as covered by the prior contractor's contract. AUTHORITY shall notify the prior contractor and its subcontractors of the identity of the CONTRACTOR and its subcontractors as soon as practicable to facilitate the transfer of this information.

The Act has numerous recordkeeping and other requirements that the CONTRACTOR must follow. The CONTRACTOR should review the Act to ensure that they comply with the law.

In addition to the requirements of the Act, the AUTHORITY will also require, upon the commencement of the Agreement and throughout the full term of the Agreement, that the CONTRACTOR and its subcontractors maintain a list of all employees providing the services required under the Agreement. This list of employees must indicate which employees were employed by the prior contractor(s) and subcontract(s) providing janitorial and building management services, if any. The CONTRACTOR and its subcontractors must also maintain a list of all janitorial/building management employees of the prior contractor(s) and subcontractor(s) that were not retained by the CONTRACTOR and/or its subcontractors, and such list must indicate the reasons why such employees were not retained.

Upon request from the AUTHORITY, the CONTRACTOR and its subcontractors must provide such lists to the AUTHORITY within ten days of the AUTHORITY's request. The AUTHORITY has the ability to request such lists through the term of the Agreement.

The CONTRACTOR shall be responsible for defending, and shall hold the AUTHORITY harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1060 et. seq., whether made by the CONTRACTOR's own employees, the employees of its subcontractors, or employees of the prior contractor or its subcontractors, arising

from or related to the terms and conditions of employment of employees hired to work for the CONTRACTOR as of the effective date of this Agreement. Notwithstanding any other provision of this Agreement, no cost or liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to the CONTRACTOR or claim or liability for which the CONTRACTOR is entitled to indemnification or reimbursement from the AUTHORITY. The CONTRACTOR shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees or employees of the prior CONTRACTOR, pursuant to Labor Code Section 1060 et. seq. both during and subsequent to the term of the Agreement.

At least six (6) months before the end of the Agreement, the CONTRACTOR and its subcontractors shall provide to the AUTHORITY a list of all employees working at the AUTHORITY's facilities. This list of employees shall indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by the AUTHORITY to future bidders for a new contract that will commence whenever the current Agreement term ends. The CONTRACTOR and its subcontractors' must provide updates on a monthly basis of the employee lists after the original employee list has been submitted at least six (6) months prior to the end of the Agreement. The CONTRACTOR's and its subcontractors' obligation to provide monthly updates of the employee lists shall last until the end of the Agreement term. If a new contract is awarded to a different contractor at the end of the CONTRACTOR's Agreement, pursuant to the Act, the CONTRACTOR must provide to the new contractor the name, date of hire, and job classification of each employee employed at the AUTHORITY's facilities covered by the CONTRACTOR's Agreement within three (3) working days after the CONTRACTOR has been notified by the AUTHORITY of the identity of the new contractor.

### **31. HAZARDOUS MATERIALS**

CONTRACTOR shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of the Agreement. CONTRACTOR shall immediately report any such release to the AUTHORITY. It is the intent of the parties that CONTRACTOR shall be solely responsible in all circumstances for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the AUTHORITY by any agency as a result of such release and shall hold harmless, indemnify and defend the AUTHORITY from any claims or liability arising from such release, regardless of the absence of negligence or other malfeasance by CONTRACTOR, except to the extent such claims or liabilities were caused by the active negligence of the AUTHORITY. The duties to defend and indemnify the AUTHORITY survive termination of this contract.

For purposes of this Section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against the AUTHORITY, its directors, or employees, or for any loss, cost (including reasonable attorneys' fees), damage or liability sustained or suffered by any person or entity, including the AUTHORITY.

### **32. DAMAGES**

CONTRACTOR shall bear all responsibility for any and all damage to any the AUTHORITY's property arising from actions or inactions of CONTRACTOR. CONTRACTOR

shall protect from damage existing property, belonging to the AUTHORITY or any third parties affected by CONTRACTOR's activities and shall provide appropriate protection for all such property during progression of the work. Should any of the AUTHORITY's or third-party's property be damaged, such property shall be repaired or replaced at CONTRACTOR's expense to the satisfaction of the AUTHORITY, and if applicable, to the satisfaction of the affected third party. No extension of time will be allowed for repair or replacement of such damaged items. Should CONTRACTOR not repair or replace such damaged items, the AUTHORITY shall have the right to take corrective measures itself and deduct the cost from any sums owed to the CONTRACTOR.

**33. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

**34. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**35. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**36. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the Parties.

**37. APPLICABLE LAW**

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONTRACTOR must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AUTHORITY.

**38. RIGHTS AND REMEDIES OF THE AUTHORITY**

The rights and remedies of the AUTHORITY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**39. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

**40. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and the AUTHORITY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**LIVERMORE AMADOR VALLEY TRANSIT  
AUTHORITY:**

**CONTRACTOR: (See footnote below)\***

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: Executive Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for the AUTHORITY

\* Note: If Consultant is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If the Consultant is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the AUTHORITY indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

## **APPENDIX C: INSURANCE REQUIREMENTS**

The insurance requirements specified in this section shall apply to Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as “Agents”). Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor’s insurance be primary without any right of contribution from the Authority. Prior to beginning work under this contract, Contractor shall provide the Authority with satisfactory evidence of compliance with the insurance requirements of this section.

### **A. Minimum Types and Scope of Insurance**

#### **1.) Workers’ Compensation and Employers’ Liability Insurance**

- a. Workers’ Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employers’ Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
  - Waiver of Subrogation.

#### **2.) Commercial General Liability Insurance**

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Contractor’s operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
  - Premises and operations.
  - Products and completed operations.
  - Contractual liability.
  - Personal injury.
  - Advertising injury.
  - Explosion, collapse, and underground coverage (xcu).

- Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - Additional Insured.
  - Cross Liability or Severability of Interests Clause.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

### **3.) Business Automobile Liability Insurance**

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
  - All Owned vehicles.
  - Non-owned vehicles.
  - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - Additional Insured.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

## **ENDORSEMENTS**

### **A. Additional Insured**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **2.) Waiver of Subrogation**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **3.) Primary Insurance**

The referenced policies and any Excess and Umbrella policies shall

indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the Livermore Amador Valley Transit Authority.

#### **4.) Severability of Interests or Cross Liability**

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect Authority's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.