

# REQUEST FOR QUOTES

## LAVTA JANITORIAL SERVICES PROJECT #2015-11

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

<b>Date of Issuance:</b>	<b>July 29, 2015</b>
<b>Tour of Facilities:</b>	<b>August 11, 2015 at 2:00 p.m. PT</b>
<b>Quotes Due:</b>	<b>August 21, 2015 at 4:00 p.m. PT</b>
<b>Contract Award (estimated):</b>	<b>September 1, 2015</b>
<b>Effective Date of Contract:</b>	<b>October 1, 2015</b>

**Contact Info: Beverly Adamo**  
**Director of Administrative Services**  
**(925) 455-7555**  
**procurements@lavta.org**

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

July 29, 2015

TO: Prospective Offerors

RE: Request for Quotation (RFQ)  
LAVTA Janitorial Services 2015-11 (Low Quote)

The Livermore Amador Valley Transit Authority (LAVTA) is interested in obtaining quotes for the provision of janitorial services. Your firm is invited to submit a quote.

The successful vendor will be issued a purchase order, effective on or about October 1, 2015 for a period of one (1) year of service. No other written notification of the award will be sent. The award will be based on the lowest quote received from responsive and responsible offerors as determined by LAVTA.

In order to be considered, there is a **required** Facilities Tour that will be held **on August 11, 2015 at 2:00 p.m. PT** at LAVTA, 1362 Rutan Court, Suite 100, Livermore, CA.

Your quote must be received by the undersigned no later than **4:00 p.m. PT August 21, 2015**. Quotes may be hand delivered or sent by delivery services or mailed, addressed to the undersigned at Livermore Amador Valley Transit Authority, 1362 Rutan Court, Suite 100, Livermore, CA 94551, or faxed to the attention of the undersigned at (925) 443-1375. Quotes may also be delivered electronically via email to [procurements@lavta.org](mailto:procurements@lavta.org).

A complete quote must be submitted with the following required forms:

1. Price quote with Signature (pages 6-7)

A quote may be withdrawn by personal, written, or telegraphic request received from the bidder prior to the scheduled due date. No quote may be withdrawn for a period of 60 days after the opening date.

The Authority reserves the right, as the interest of the Authority requires, to postpone, accept or reject any and all quotes and to waive any informality in the quotes received.

The Displaced Janitor Opportunity Act (the Act), California Labor Code Section 1060, et seq, applies to this contract. Details are provided on Pages 8-9 of this RFQ.

If you have any questions relating to this solicitation, please contact me at (925) 455-7555.

Sincerely,

*/s/ Beverly Adamo*

Beverly Adamo  
Director of Administrative Services

## **LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY CLEANING SCOPE OF WORK**

The Livermore Amador Valley Transit Authority (LAVTA), operating as the *Wheels* system, provides fixed route, school tripper service, commuter express and Dial-A-Ride paratransit service to ADA eligible citizens in Tri-Valley Area, comprised of the cities of Dublin, Livermore, Pleasanton and adjacent unincorporated areas of Alameda County. The current website is located at [www.wheelsbus.com](http://www.wheelsbus.com).

LAVTA is soliciting quotes for janitorial services that incorporate the following minimum requirements. Any quote that does not include the following minimum requirements shall be considered non-responsive.

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 (1362 Rutan 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. These are described below. 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.

**Please see section on Page 5 regarding cleaning services for 875 Atlantis Court, Livermore, CA.**

### **Routine Cleaning**

- Maintain neat and orderly janitor's closet.
  - Maintain full stock of supplies in closets.
  - Ensure all tissue, soap dispensers, towels in restrooms are kept full.
  - Secure entrances and set alarms upon completion
  - Report any electrical or plumbing problems to Facilities Manager.
  - Leave only designated lights on.
  - Trash can liners must be the appropriate size.
1. Restrooms (two in administration, four in operations, three at Transit Center) All restrooms will be cleaned with a quality disinfectant cleaner.
- 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, and seat cover dispensers.
  - 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)
    - 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.
    - d Remove spots and spills from walls around trash can.
    - e Sweep floors weekly
    - f Wash floor once a month
  3. Floors
    - a Sweep and damp mop all non-carpeted floors
    - 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.
  5. Empty all waste containers including outdoor sand urns. Replace soiled liners. Recycle designated trash.
  6. Empty designated shredders
  7. Clean, sanitize and polish drinking fountains.
  8. Spot clean fingerprints, smudges and other marks from woodwork, walls, wall switches, doors, door handles, glass partitions and the inside surfaces of exterior windows.
  9. Polish entrance metal where appropriate.
  10. Spot clean spills or spots on upholstered furniture and chair mats.
  11. Dust all desks, tables, computers, and filing cabinets. Papers on folders left on desks should not be moved.
  12. Breakdown boxes before disposing.

## Weekly

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 Empty sanitary napkin receptacle and spray with disinfectant.
  - d Pumice toilets and urinals to remove all scale.
  - e Wash woodwork, ceramic tile, and other surfaces and remove splash marks from walls, urinals and toilet partitions.

- f 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.
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 vacuuming.

### **Monthly**

1. Clean, wax and buff all linoleum and vinyl floors per manufacturer's specifications.
2. Clean all light fixtures.
3. Thoroughly clean Venetian and vertical blinds and partitions.
4. Clean interior of stoves, 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**

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 operations and maintenance. After thoroughly stripping and preparing floor, apply base coat per manufacturer's specifications.

**Annually**

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 (Transit Center) and entry rugs or deep clean by pressure extraction process and pile lift.
3. Clean all floor kick panels.

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**875 Atlantis Court, Livermore, CA**

This property is utilized infrequently at this time. Therefore, the scope of work for this facility is performed by appointment only and with supervision by LAVTA Facility Manager, as follows:

**Monthly**

Clean bathrooms, office, employee lounge as needed. Replenish supplies. Sweep and mop utility rooms as needed.

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**The Contractor will provide all labor, equipment and cleaning supplies to perform the described work**

**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 and invoiced each month.**

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
QUOTE FORM**

**Janitorial Services RFQ #2015-11**

<i>Services Description</i>	<i>Total Amount PER MONTH</i>
Janitorial Services meeting or exceeding Scope of Work specifications as stated in Request for Quote #2015-11	\$

**Please indicate quantity and cost for supplies.**

<i>Supplies Description</i>	<i>Quantity</i>	<i>Cost</i>
Fragrant Disinfectant Spray		
Anti-bacterial Liquid Hand Soap		
Multifold Towels		
Center Pull Towels, 2 Ply		
Toilet Paper, Embossed 2 Ply - Standard Roll		
Toilet Tissue, 2 Ply Double 4" x 3.75"		
40 x 46 1.5 mil Heavy Duty Liners		
33 x 39 1.3 mil Heavy Duty Liners		
24 x 24, 8 micron Liners		
Waxed Sanitary Trash Liners		
Seat Covers 1/2 fold		
Sani-Clean Neutral Disinfectant Cleaner		
Betco Disinfectant Bathroom Cleaner		

The Displaced Janitor Opportunity Act (the Act), California Labor Code Section 1060, et seq., applies to this contract.

Pursuant to the law, the Proposer and its subcontractors represent and warrant that they will 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 Proposer 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.

Further details concerning the Act are included on Pages 8-9 of the RFQ.

By submitting a proposal, the proposer represents and warrants that it shall comply with the Act, including the requirement to give a written offer of employment to each retained employee.

SIGNED: The undersigned certify that we sign this Quote Form with full and proper authorization to do so.

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Name of Individual, Partner or Corporation

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Address City, State and Zip Code

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Telephone Number Fax Number E-Mail

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Authorized Signature Title Date

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Authorized Signature Title Date

\*If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).



## **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 having such 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.

## Purchase Order Terms and Conditions

**Any request for exceptions must be made at the time Quote is submitted and is subject to LAVTA's consideration and approval.**

1. **ACKNOWLEDGEMENT OF PURCHASE ORDER.** If a Purchase Order ("Order") that AUTHORITY sends to SELLER is not returned within seven (7) working days of SELLER'S receipt of it, the AUTHORITY will deem the Order to have been accepted by SELLER and thereby a legally binding CONTRACT entered into by both parties. Unauthorized conditions, limitations, or provisions to a Purchase Order ("Order") will not be included in a CONTRACT unless specifically accepted in writing by the AUTHORITY. These TERMS AND CONDITIONS shall govern this Order.
2. **DELIVERY IN ACCORDANCE WITH SPECIFICATIONS.** SELLER shall deliver order in accordance with prices, delivery and specifications of this Purchase Order. SELLER shall notify AUTHORITY promptly if SELLER is unable to ship complete order by the date specified.
3. **SHIPPING.** SELLER shall ship the order to the AUTHORITY's address on the face of this document unless otherwise specified. Shipment shall be accompanied by a packing slip identifying the contents of the shipment.
4. **CHANGES.** AUTHORITY may suspend this Order or make changes in any terms and conditions governing this Order at any time. If any change causes a change in the price of this Order or in the time required for its performance, SELLER shall promptly submit its claim for adjustment in writing to the AUTHORITY. All changes shall be by confirmed written amendment issued by AUTHORITY. Nothing in this clause excuses SELLER from proceeding immediately with this Order as changed.
5. **CANCELLATION, DEFAULT AND REMEDIES.** AUTHORITY reserves the right to cancel this Order at any time and for any reason upon written notice to the SELLER. If the SELLER fails, after reasonable notice by AUTHORITY, to cure a deficiency in performance or lack of progress, AUTHORITY shall have all remedies as may be available whether or not it terminates this Order, including, but not limited to, the payment by SELLER to AUTHORITY of all expenses incurred by AUTHORITY in reprocurring from another source the same or similar goods or services that SELLER failed to furnish satisfactorily. For services, AUTHORITY will only pay for those services performed satisfactorily up to the date of termination.
6. **OWNERSHIP OF WORK/RECORDS.** All materials to which SELLER has access to or prepares under this Order shall be the property of AUTHORITY; shall be held in confidence by SELLER; shall not be released without permission of AUTHORITY; and shall be returned to AUTHORITY upon termination or completion of Order. SELLER shall maintain all data and records relating to its performance of this Order for three (3) years after AUTHORITY makes final payment under this Order and shall permit AUTHORITY to inspect, audit and copy these records.
7. **CONDITION OF PRODUCTS.** Products offered and furnished must be new and previously unused and of manufacturer's latest model unless otherwise specified herein.
8. **INSPECTION AND ACCEPTANCE.** All items are subject to final inspection and acceptance by AUTHORITY at destination, notwithstanding prior payment to obtain cash discount. SELLER is to pay transportation and shipping charges to remove rejected

materials or products.

9. **DELIVERY CHARGES.** If price quoted on this order includes an additional charge for delivery from point to origin, SELLER shall show such delivery charge on the invoice as a separate item and such charge shall not be subject to California State Sales/Use Tax. No additional charge for transportation, containers, packing, etc. will be allowed unless so specified in this Order.
10. **PAYMENT.** Each order and shipment shall be invoiced separately and shall be submitted to the attention of Accounts Payable at the AUTHORITY's address on the face of this document. AUTHORITY will make payment within thirty (30) days of AUTHORITY'S acceptance of the approved invoice. All invoices and packing slips/bills of lading shall reflect the AUTHORITY'S Purchase Order number. No C.O.D. shipments will be accepted. For services, AUTHORITY shall be invoiced monthly.
11. **WARRANTY.** SELLER warrants that all materials furnished shall meet all requirements and conditions of the AUTHORITY'S Order and manufacturer's warranty, if any, and shall be fit for the purposes intended and shall be free of all patent and latent defects in design, material, and workmanship. SELLER agrees that by acceptance of this warranty and acceptance of the materials or supplies provided by the SELLER, the AUTHORITY does not waive any warranty, either expressed or implied in Sections 2312-2317, inclusive, of the Commercial Code of the State of California or of the United States.
12. **TITLE AND RISK OF LOSS.** Unless otherwise provided in this Order, SELLER shall have title to and bear the risk of any loss or damage to the goods ordered until they are delivered in conformity with this Order at the specified F.O.B. point. Upon such delivery, title shall pass from SELLER to AUTHORITY and SELLER'S responsibility for losses or damage shall cease, except for loss or damage occurring prior to or upon delivery, or loss or damage resulting from SELLER'S negligence or intentional acts. Passing of title upon such delivery shall not constitute acceptance of the goods and services by AUTHORITY.
13. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this Order nor any interest herein nor any claim hereunder may be assigned or subcontracted by SELLER either voluntarily or by operation of law, without the prior consent of AUTHORITY. No consent shall be deemed to relieve SELLER of its obligations to comply fully with the requirements thereof.
14. **SELLER'S STATUS.** SELLER is an independent contractor. Neither SELLER nor any party contracting with SELLER or employed by SELLER shall be deemed an agent or employee of AUTHORITY.
15. **INDEMNIFICATION/INFRINGEMENT.** The SELLER shall indemnify, keep and save harmless the AUTHORITY and its directors, officers, employees and agents against all suits, claims, liabilities and expenses (including attorneys' fees) that may be based on any injury to or death of any person or any damage to property that may occur, including any suits or proceedings claiming an infringement of any patent or other third party intellectual property right of the United States, or that may be alleged to have occurred, arising from the performance of this Order by the SELLER, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the SELLER or its employees or agents. The SELLER shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising or incurred in connection with the action. If any judgment shall be rendered against the AUTHORITY in any such action, the SELLER shall at its own expense satisfy and discharge it. The SELLER agrees that

it will, at its own expense, defend all suits and all proceedings instituted against the AUTHORITY and pay any award of damages assessed against the AUTHORITY in any suits or proceedings if they are based on any claim that the materials or equipment provided under this Order, or any part thereof, or any tool, article or process used in manufacture thereof constitutes an infringement of any patent of the United States. This indemnification shall be in addition to the warranty obligations of VENDOR and shall survive termination or expiration of this Order.

16. **INSURANCE.** If SELLER is providing services to the AUTHORITY, SELLER shall maintain workers' compensation insurance in accordance with state requirements. SELLER shall also maintain commercial general liability insurance, including automobile liability insurance, in the amount of at least \$1,000,000 per claim. AUTHORITY reserves the right to require submittal of a certificate of insurance naming the AUTHORITY, its directors, officers, employees and agents as additional insureds. In addition, SELLER shall maintain professional liability insurance if applicable.
17. **FEDERAL, STATE AND LOCAL LAWS.** SELLER'S acceptance of this Order certifies that goods and services sold and furnished to AUTHORITY by SELLER are produced and sold in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including all applicable environmental statutes, regulations and guidelines.
18. **ENVIRONMENTAL COMPLIANCE.** SELLER shall comply with applicable environmental statutes, regulations and guidelines in performing the work under this Order, including laws on the disposal of hazardous wastes. The SELLER shall bear full and exclusive responsibility for any release of hazardous or nonhazardous substances or disposal of hazardous wastes during the course of performance of this Order. The SELLER shall be solely responsible for all claims and expenses associated with the disposal of hazardous wastes or with the response to, removal or remediation of any release, including without limitation, payment of any fines or penalties levied against the AUTHORITY by any governmental authority as result of such release. The SELLER shall hold harmless, indemnify and defend the AUTHORITY from any claims, suits or actions arising from such disposal or release. SELLER shall immediately notify the AUTHORITY of any accidental incident related to the handling, transportation or disposal of hazardous or non-hazardous substances. The AUTHORITY reserves the right to gain access to and inspect SELLER vehicles and/or facilities that handle, transport, or dispose of hazardous or non-hazardous substances.
19. **PROHIBITED INTEREST.** By submitting an Order, the SELLER represents and warrants that neither the Executive Director nor any director, officer, or employee of the AUTHORITY is in any manner interested directly or indirectly in the SELLER, the Order or in the CONTRACT which may be awarded under it, or in any expected profits to arise therefrom.
20. **DISADVANTAGED BUSINESS ENTERPRISES/NONDISCRIMINATION.** The SELLER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. The SELLER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation-assisted CONTRACTS. Failure by the SELLER 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 may deem appropriate. SELLER will use its best efforts to ensure that barriers to participation by Disadvantaged Business Enterprises do not exist. SELLER shall not discriminate against any employee

or applicant for employment because of race, religion, color, sex, national origin or disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or any other forms of compensation and selection for training, including apprenticeship.

21. **GOVERNING LAW.** This Order, the resulting CONTRACT and the work performed under it shall be governed by these Terms and Conditions and the laws of the State of California. The parties agree that venue for any court proceeding relating in any way to this contract shall be exclusively in Alameda County, California.
22. **TAXES:** AUTHORITY is exempt from Federal Taxes or Federal Transportation Taxes.
23. **PRECEDENCE OF DOCUMENTS:** In the event of conflict between these TERMS AND CONDITIONS and the terms contained in any other documents relating to this Order, these TERMS AND CONDITIONS shall govern. If this Order is provided pursuant to an on-call services agreement (Agreement) between SELLER and AUTHORITY, under which the AUTHORITY may request SELLER to perform specific scopes of services during the term of the Agreement, in the event of any conflict between these TERMS AND CONDITIONS and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail.

## LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

### Description of Facilities

#### **Maintenance, Operations and Administration (MOA)**

##### **Facility 1362 Rutan Ct. 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.**

Site improvements include a diesel fueling island (two dispensers and three 10,000 gallon underground diesel storage tanks), a bus washer, concrete parking area for approximately 40 route buses and 4 "bad order" buses, salvage and garbage dumpster areas and asphalt paving for 85 employee and visitor parking spaces.

Incidental to building and site improvements are the installation and construction of a waste oil tank, oil/water separators, underground site utilities, building mechanical and electrical systems, site lighting, perimeter fencing and landscaping.

#### **Transit Center**

##### **2500 Railroad Avenue, Livermore, CA**

The transit center, located at 2500 Railroad Ave., includes a 620 square foot building with office space and restrooms; an island for bus shelters; bus stop signs; asphalt bus parking for fourteen buses; asphalt passenger parking for 10 cars; benches; and landscaping.

#### **Atlantis Facility**

##### **875 Atlantis Court, Livermore, CA**

LAVTA owns just over 9 acres for use as overflow parking. This site is paved with asphalt, fenced with controlled access, and equipped with security cameras. Current requirements for janitorial is for once a month cleaning of restrooms at the Fuel and Wash facility recently built on the property. Landscaping maintenance is not included in this contract.