



Whatcom Transportation Authority

**REQUEST FOR PROPOSALS
FOR VEHICLE DETAIL CLEANING
SERVICES**

RFP #2011-1000

**PROPOSAL RELEASE DATE:
Wednesday, December 14, 2011**

**PROPOSAL DUE DATE:
Wednesday, December 28, 2011
2:00 p.m. PST**

**Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226**

**Phone (360) 676-6843
Fax (360) 527-4868**

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REQUEST FOR PROPOSALS – NON-PROFIT AGENCIES ONLY

Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226
Telephone: (360) 527-4874
procurement@wta.com

Request for Proposals

RFP No: 2011-1000

Release Date: December 14, 2011

Submit to: WTA Procurement
Attn: SEALED BID #2011-1000

PROPOSER'S STATEMENT:

OUR PROPOSAL IS ATTACHED HERETO.

Proposals are requested for:

We specifically agree to keep this offer open for 60 calendar days from date of proposal closing.

Vehicle Detail Cleaning Services

THE FOLLOWING REQUIREMENTS AND CONDITIONS SHALL BE CONSIDERED AN ESSENTIAL PART OF THE PROPOSAL. THIS PROPOSAL MUST BE DELIVERED BEFORE THE FOLLOWING CLOSING DATE AND TIME. December 28, 2011, 2:00 PM PST

FIRM: _____

BY: _____
(Type or print your name)

The Whatcom Transportation Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informality in proposals.

ADDRESS

ALL VERBAL MODIFICATIONS OF THESE CONDITIONS ARE VOID AND INEFFECTIVE FOR PROPOSAL EVALUATION PURPOSES. ONLY WRITTEN CHANGES ISSUED BY THE WHATCOM TRANSPORTATION AUTHORITY PROCUREMENT MANAGER IN THE FORM OF ADDENDUM ARE AUTHORIZED AND BINDING.

SIGNED BY: _____
(Authorized Signature)

TITLE _____

PHONE NO. (____) _____

FAX NO. (____) _____

READ CAREFULLY ALL PARAGRAPHS

SIGN AND RETURN THIS REQUEST FOR PROPOSAL PAGE AS YOUR OFFER

RECOMMENDED PROPOSAL CALENDAR OF EVENTS

ACTIVITY	DATE
Request for Proposals	December 14, 2011
Proposal Clarification/Approved Equal Deadline	December 20, 2011
Request for Proposal Due	December 28, 2011 no later than 2:00 PM PST
Interviews with most qualified proposers*	TBA (if required)
WTA Board Award	Expected January 19, 2012
Post Award Protest Deadline	January 26, 2012

This schedule may be modified at the option of WTA.

**If required, the most qualified firms must be prepared to make themselves available for an interview at the WTA administrative offices at 4111 Bakerview Spur Road, Bellingham, Washington, 98226. Proposers who cannot meet this requirement may be considered non-responsive.*

REQUEST FOR PROPOSAL

Solicitation No. 2011-1000

Return sealed proposal to:
Chad Jorissen,
Purchasing & Contracts Administrator
WTA Procurement
4111 Bakerview Spur Road
Bellingham, WA 98226

Proposals will be accepted until:
December 28, 2011 @ 2:00 p.m. PST

If you are a Disadvantaged Business Enterprise (DBE) registered with the Washington State Office of Minority & Women's Business Enterprises, please include your number with your proposal.

VEHICLE DETAIL CLEANING SERVICES

- ❶ PARATRANSIT VEHICLES, THOSE LESS THAN 30 FEET LONG
- ❷ FIXED ROUTE BUSES, THOSE MORE THAN 30 FEET LONG
- ❸ VANPOOLS & STAFF VEHICLES

1. This is a request for proposals; not a bid. There is no formal proposal opening. Per WTA Board of Directors Resolution #137-95, **This bid opportunity is restricted to non-profit agencies only.** To be considered eligible, the proposer non-profit agency must meet the following requirements:
 - A. Typical funding for this agency must come from City, County, State and/or Federal taxing monies,
 - B. The agency must be a non-profit enterprise and providing a service to the community,
 - C. The use of this agency would meet the intent of leveraged use of public funds.
2. Submit one (1) original and one (1) copy of your proposal. See Instructions starting on page 9.
3. **Term.** The WTA intends to purchase these services for three years, with options for two additional one year terms, at the sole discretion of the WTA. A contract may be signed after acceptance of a proposal by the WTA.
4. **Insurance.** The Contractor shall obtain and keep in force during the entire term of the contract, in accordance with the contract clauses stated on pages 11 through 17 of this solicitation.

Evidence of Insurance shall be submitted with the completed contract documents and approved by the WTA prior to commencement of any work under the contract.

5. **License.** Vendor must be licensed to do business in the state of Washington.

6. Criteria. The criteria for determining and selecting a vendor will include:

- A. Vendor responsibility; including length of time in business and performance on like projects and like work.
- B. Price.
- C. References.

Your proposal should include the following (Please also see Exhibit E):

- Brief description of your agency.
- Description of the applicable experience of supervisors and crew members who will be working to detail clean WTA vehicles.
- References.
- Completed quote sheets.

7. Purpose of Program

The intent is to:

- A. Maintain a high standard of clean and sanitary vehicles for public transportation, by having each vehicle detail cleaned on a regular basis.

8. Brief description of program

- A. WTA is seeking to contract with a vendor agency for vehicle detail cleaning and vehicle interior window cleaning services. The firm who will perform the work will be required to have a supervisor on site at all times, while the work is being performed. The vendor's regular on-site supervisor will be required to obtain and keep current a Class "B" Commercial Driver's License, with Air Brake Endorsement and a Passenger Endorsement from the State of Washington. WTA will require all vendor's regular supervisors to have obtained this CDL license with the proper endorsements within twelve weeks after beginning work vehicle detail cleaning on WTA property. If a substitute supervisor works to relieve the regular supervisor periodically, WTA and the vendor will work to accommodate these infrequent occurrences and will ensure that the vehicles get detailed as scheduled, whether or not the substitute supervisor has the CDL license. A vendor supervisor must receive WTA Safety Department approval prior to operating WTA vehicles.

Much of the detail cleaning work will be performed inside a detail cleaning bay in the maintenance building. Vehicle interior window cleaning may be performed either inside the detail cleaning bay, or outside in the vehicle parking lot. During winter the cold weather will make it difficult to clean the vehicle windows outside in the parking lot. The vendor's supervisor(s) will be trained to operate WTA vehicles on the WTA site, so the supervisor is able to safely move WTA vehicles from the parking lot into and out of the detail cleaning bay. Vendor's supervisor will at no time operate WTA vehicles anyplace other than on WTA property.

- C. WTA has a fleet of reserve vehicles, and sometimes vehicles are sidelined for a period of time pending repair. These “inactive” vehicles will be detail cleaned on a less frequent basis than the “active” vehicles.
Currently WTA has 59 Fixed Route coaches and 37 Paratransit vehicles in “active” status.

Of the 59 Fixed Route coaches some are 30’ long, some are 35’ long, and the majority of the coaches are 40’ long. The Paratransit vehicles range from 24’ to 28’ long.

- D. Detail cleaning includes interior window cleaning. Each “active” vehicle will be detail cleaned once each month, or twelve times per year.
- E. The vehicle interior windows will be cleaned every second week, in between details. This would allow that 12 times per year JUST the windows will be cleaned, and 12 times per year the windows will be cleaned along with the entire vehicle being detailed. So in total the windows would be cleaned 24 times per year given the optimum frequency.
- F. Periodically WTA will ask for the vehicles in the “inactive” fleet to be detailed and this will slightly increase the number of vehicles detail cleaned some weeks. WTA will also periodically ask that Vanpool and other Staff vehicles be detailed.

9. Hours of work:

- A. WTA will require that the detail cleaning and window cleaning work be performed during off-peak hours. This is necessary so that WTA maintains a ready fleet of spare vehicles throughout any service day.
- B. In order to utilize the detail cleaning bay, and to have access to vehicles during non-peak hours, the vendor will need to perform the work between 5 PM and 11PM weeknights. Vendor may perform the work Saturdays and Sundays. If we find that hours of work can be or need to be altered, WTA and the vendor performing the work will together determine the hours of work.

10. Scope of work:

- A. Please see **EXHIBIT A** for detailed information about what work WTA expects will be performed during a detail cleaning service.

11. Inspection

- A. WTA Service Section Supervisor or designee will inspect a minimum of 20% of the completed detailed vehicles, and a minimum of 20% of the vehicles which had just window cleaning performed.

The Service Section Supervisor or designee will utilize the enclosed three-page checklist titled “Checklist for Fixed Route Coach and Paratransit Vehicle Detail Cleaning” (Exhibit A) when inspecting vehicles for completion of work.

12. Supplies

- A. WTA will provide all cleaning chemicals, trash can liners, paper products and rags, for the vendor agency to use to perform the detail cleaning duties.
- B. There is a central vacuum in the detail cleaning bay that will be utilized by those performing detail cleaning duties. The central vacuum is not a wet/dry system. The vendor performing the work will use wet/dry shop vacs as needed to perform the work. Wet/dry shop vacs are needed to vacuum the moisture out of the floor brackets after scrubbing and washing these out. WTA will provide these.
- C. WTA will supply an upholstery cleaning machine for detail cleaning of all seats (passenger and driver) and belts (seatbelts, wheelchair securement belts, etc.).

13. Proposers will be expected to meet EEO, Affirmative Action, as well as other applicable federal, state and local laws.

14. Proposals should be prepared simply and economically. The WTA shall not be liable for any expense incurred in the preparation of proposals.

No contact should be made with staff of the WTA, except Chad Jorissen, Purchasing & Contracts Administrator, during this solicitation. If you have questions, you may contact him at procurement@ridewta.com or (360) 527-4874.

INSTRUCTIONS

1. Proposers are required to carefully review this solicitation without delay for defects and questionable or objectionable matter. Questions or comments should be made in writing and received by the issuing office no later than ten (10) days prior to proposal opening, so any necessary addendums may be published and distributed to proposers to prevent the opening of a defective proposal upon which award cannot be made. Receipt of each addendum shall be acknowledged by proposers in their proposals. Failure to acknowledge addendums may result in the proposal being non-responsive.
2. Prices quoted shall be in U.S. funds and shall include federal, state, and local taxes required. Unless otherwise indicated in the solicitation, Washington State sales tax shall be included in the proposed price, if tax is required. The WTA is exempt from federal excise tax.
3. Proposer's exception to any stated completion date may cause the offer to be considered non-responsive by the WTA.
4. After the date of acceptance of work, all risk of loss or damage shall be on the WTA except loss or damage attributable to proposer's negligence. Final acceptance shall be defined as that date at which the stated work has been accepted by the project manager.
5. Except as otherwise provided herein, proposals which are incomplete or which are conditioned in any way or which contain erasures, alterations, or items not called for in the proposal or which are not in conformance with the law, may be rejected as non-responsive.
6. The WTA reserves the right to reject any and all proposals, to waive minor deviations, to waive any informality in proposals received, whenever such rejection or waiver is in the best interest of the WTA; and, unless otherwise specified by the proposer, to accept any items in the proposal.
7. Proposals will not be accepted if received at the issuing office later than the time set for closing. **All proposals should be clearly marked with solicitation number (RFP #2011-1000) on sealed envelope.** The WTA accepts no responsibility for misdirected or lost proposals prior to the proposal closing date and time.
8. No assignment or transfer of any interest in a proposal with the WTA is permitted.
9. Any proposal may be withdrawn, upon either the personal or written request of the proposer, at any time prior to the time set for the proposal deadline. No proposal may be withdrawn after the time set for the receipt of proposals unless the award is delayed for a period exceeding 90 days.
10. The WTA reserves the right to make award within sixty (60) calendar days from the date proposals are opened. Should award in whole or part be delayed beyond the period of sixty (60) days, such award shall be conditioned upon proposer's acceptance.

11. The WTA may give additional consideration to those firms classified as a Disadvantaged Business Enterprise (DBE).
12. Unless otherwise specified, the successful proposer will be required to have all necessary and lawfully required permits and licenses.
13. Proposer's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the procurement shall apply throughout, and they will be deemed to be included the same as though herein written out in full.
14. In the event the proposer breaches the terms or violates the conditions of the proposal and does not within ten (10) days thereafter cure such breach or violation, the WTA may immediately terminate the procurement award for default. Proposer shall be liable for any and all costs incurred by the WTA as a result of such default.
15. No officer or employee of the WTA shall be admitted to any share or part of this procurement or any benefit that may arise therefrom.
16. By submitting a proposal, the proposer indicates that they are complying with the applicable portion of the Federal Civil Rights Act of 1964, and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government. If any proposer fails to comply with the Act or the Regulations issued thereunder, the WTA reserves the right to terminate the procurement.
17. All proposals and submissions become the property of the WTA.
18. Unsuccessful proposers will not automatically be notified of proposal results but may, upon written request, be informed in general terms only of the reasons for non-acceptance of their proposals.
19. The WTA reserves the right to extend the deadline for submittals, to obtain clarification of any point in submitted proposals or to obtain additional information, if necessary, to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.
20. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the request for proposal which, if issued, will be mailed to all prospective proposers identified as holders of the proposal. Receipt of each Addendum shall be acknowledged by proposers in their proposals (see Exhibits) and each Addendum shall be considered a part of the proposal and thereby incorporated into a contract. Failure to acknowledge receipt of any addenda issued may invalidate a proposal as non-responsive.
21. Proposals will be evaluated by the WTA to determine which proposal, if any, should be accepted in the best interest of the WTA. WTA in its sole discretion reserves the right to accept or reject proposals submitted and to waive informalities and minor irregularities and to request additional information required to fully evaluate a proposal.

Contract Clauses

1. Administration of Agreement:

The WTA hereby appoints its General Manager or his designee as the WTA's representative for the purpose of administering the provisions of this Contract.

2. Scope of Work:

The specific services provided by the Contractor shall include, but not be limited to, services as outlined in this Request for Proposals and any subsequent addenda.

3. Acceptance

After the date of acceptance of work, all risk of loss or damage shall be on the WTA except loss or damage attributable to proposer's negligence. Final acceptance shall be defined as that date at which the stated work has been accepted by the project manager.

4. Payment

As consideration for the services provided, the WTA agrees to reimburse the Contractor monthly, based on actual work performed at the unit price rates shown in Exhibit B.

All payments under this contract are considered reimbursement for services rendered. Each request for payment herein is to be submitted as described below, so as to comply with auditing requirements. Payment shall be upon approved claim and in accordance with customary procedures.

Payment will be made within thirty (30) days of acceptance of work. Claims shall be submitted to the WTA at the address shown below:

Accounts Payable
Whatcom Transportation Authority
4111 Bakerview Spur Road,
Bellingham, WA 98226

Invoices must have an invoice number, date, date service provided, breakdown of services charged, and purchase order number that billing is related to. Each purchase order will be invoiced separately.

5. Safeguarding Client Information:

The Contractor agrees that confidential information obtained from the WTA shall not be disclosed except upon the written consent of the WTA.

6. Extra Work and Change Orders:

Work in addition to, or different from that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

7. Accounting and Audit:

The Contractor agrees that the WTA, or any of its duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after WTA makes final payments and all other pending matters are closed.

8. Indemnification, Liability & Insurance:

A. Indemnification and Hold Harmless. The Contractor shall defend, indemnify and hold WTA, its agents, officers and employees harmless from any and every claim and risk and all losses, damages, demands, suits, judgments, and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons(s) and/or on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom in connection with the work performed under contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property, employees, or agents, upon or in proximity to the property of the WTA, or any other property upon which the Contractor is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of the WTA, its officers, employees, and agents.

1. The duty to defend, indemnify and hold WTA, its agents, officers and employees harmless as set out herein and in paragraphs 2 and 3 shall apply to every claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees, and other expenses of any kind, for injury, death or incapacity of an employee of Contractor. In this limited context, Contractor specifically waives any limitations and protection.
2. Notice. WTA will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through counsel to defend same and will give all needed information, assistance and authority to enable the Contractor to do so.

3. Lawsuit. If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgement is rendered or settlement made requiring payment of damages by the WTA, its officers, agents, employees, and volunteers, the Contractor shall pay the same.
4. The duty to defend, indemnify and hold WTA, its agents, officers and employees harmless as set out herein and in paragraphs B and C shall apply to every claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees, and other expenses of any kind, for injury, death or incapacity of an employee of Contractor. In this limited context, Contractor specifically waives any limitations and protection afforded by the Washington State Industrial Insurance Act, RCW Title 51."

B. Insurance. The Contractor shall obtain and keep in force during the entire term of the contract, comprehensive or commercial general liability insurance coverage in the amount of \$1,000,000, including automobile liability against any and all claims for damages to person or property which may arise out of operations under the contract, whether occurring by reason of acts or omissions of the Contractor, any sub-contractor, or anyone directly or indirectly employed by either the contractor or sub-contractor and hold WTA harmless for any claims presented to it as a result of actions solely the responsibility of the Contractor.

1. A certificate of insurance naming WTA as additional insured by endorsement will be secured for the above. Such insurance may not be canceled, reduced in coverage or limits, or non-renewed except after thirty (30) days written notice has been given to the WTA.
2. Insurance coverage shall be with reliable companies authorized to do business in the State of Washington.
3. A certificate of insurance shall be submitted with the completed contract documents and approved by the WTA prior to commencement of any work under the contract.

9. Compliance with Local Laws:

The Contractor shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any work embraced by this Agreement.

10. Venue Stipulation:

The Agreement has been and shall be considered as having been made and delivered within the State of Washington and it is mutually understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit or equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

11. Equal Employment Opportunity

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, national origin or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment without regard to their race, religion, creed, color, sex, national origin or disability. 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. As such, the subsequent contract for this work shall require compliance with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

12. Disadvantaged Business Enterprise

In connection with the performance of a contract the successful proposer will cooperate with the WTA in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises (DBE) shall have the maximum practicable opportunity to compete for subcontract work under the contract.

13. Affirmative Action (*Required for firms over 50 employees*)

The Contractor and any subcontractors shall maintain Affirmative Action Plans for each calendar year in which funds are awarded to them by the WTA, such plans having been approved by an agency with such jurisdictional authority. The Contractor and any subcontractors shall further assure that said Affirmative Action Plan contain sufficient information to meet, as a minimum, requirements of Section 504 of the Rehabilitation Act of 1973, as amended by Title VI of the Civil Rights Act of 1972.

14. Independent Contractor

This Agreement is for the performance of professional services. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor, any of its Contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be the employees of the WTA. As such, the employees of the Contractor, its Contractors and subcontractors, shall not be subject to any withholding for tax, social security, or other purposes by WTA, no shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from WTA.

15. Assignment

No assignment or transfer of any interest in a contract with WTA is permitted without the prior written consent of the WTA. Provided, however, that in the case of an assignment or transfer of a claim for money due or to become due under the contract to a bank, trust company or other financial institution, provider need not obtain the consent of WTA if Contractor promptly furnishes the notice of any such assignment

16. Laws and Regulations

Contractor's attention is directed to the fact that all applicable Federal and State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Agreement throughout, and they will be deemed to be included in the agreement the same as though herein written out in full. This includes WISHA and OSHA regulations currently in effect at time of Proposal closing. Any contract financed with FTA assistance is under Federal requirements, which may change, and the changed requirements will apply to the project as required. All limits or standards set forth in this agreement to be observed in the performance of the project are minimum requirements.

17. Worker's Compensation

If eligible, the Contractor and its subcontractors shall take out and maintained during the life of this contract, Worker's Compensation Insurance in the amount and type required by law for all of its employees engaged in work under or pursuant to the contract who are required to be so covered by the laws of the State of Washington. If the Contractor is not eligible for Worker's Compensation Insurance it shall indemnify and hold the WTA harmless for any claims presented to it solely as a result of the Contractor's actions

18. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the WTA General Manager, who shall reduce his

decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the General Manager shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the agreement.

This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph above; provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

19. Service of Notices

WTA to the Contractor under the Contract shall be deemed to be well and sufficiently given the Contractor if delivered to the Contractor's appointed representative, or if hand carried, sent by mail, or sent by telegraph or by facsimile to the Contractor at the address or facsimile number designated as that of the Contractor's appointed representative with receipt thereof acknowledged.

Notice shall also be deemed to be well and sufficiently given ten (10) days after mailing said notice by registered mail to the Contractor's last know place of business.

20. Deviation from Contract

The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the written consent of the WTA.

21. Waiver of Rights by WTA

No action or want of action on the part of the WTA at any time to exercises any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the WTA of any of its rights or remedies. The WTA shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by the WTA. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

22. Errors and Omission

If the Contractor in the course of the work becomes aware of any errors or omissions in the contract documents or in the data as given in the instructions or if the Contractor becomes aware of any discrepancies in the contract documents, the Contractor shall immediately inform the WTA. Any work done after such discovery until the Contractor has delivered written notification thereof to the WTA and one work day has elapsed, will be done at the Contractor's risk.

23. Prohibited Interest

No officer, employee, board member, member of the WTA or other official of the WTA or its designees or agents who exercise any function or responsibility with respect to this contract during his/her tenure of one (1) year thereafter, may have any interest, direct or indirect, in any contract or subcontract, with this contract. The Contractor will incorporate a provision prohibiting such an interest in all subcontracts.

24. Conflict of Interest

No employee, board member, officer, or agent of WTA shall participate in selection or in award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ has a financial or other interest in the firm selected for award.

WTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of subagreements.

25. Severability

In the event that any provision, portion, or application of this contract is held to be unenforceable or invalid by any court of competent jurisdiction, WTA and the Contractor shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

26. Termination and/or Renewal:

Either the WTA or the Contractor may terminate this agreement with 30 days written notice. If the Contractor fails or neglects to fully comply with the provisions of the Agreement, the WTA may suspend or terminate the agreement pending corrective action or investigation. Such suspension or termination shall be effective thirty (30) days from written notification to the Contractor.

In the event of termination, the WTA shall only be liable for payments within the terms of the Agreement for services properly rendered prior to the effective date of termination.

The Contractor shall promptly submit to the WTA its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to the WTA, the Contractor will account of the same, and dispose of it in the manner WTA directs.

OVERVIEW OF EXHIBITS

VEHICLE DETAIL CLEANING SERVICES RFP #2011-1000

Exhibit	Description
EXHIBIT A	Vehicle Detail Cleaning Checklist
EXHIBIT B	Quote Sheet
EXHIBIT C	Receipt of Addenda
EXHIBIT D	Client Reference List
EXHIBIT E	Proposer's Checklist

EXHIBIT A: VEHICLE DETAIL CLEANING CHECKLIST

VEHICLE DETAIL CLEANING SERVICES RFP #2011-1000

CHECKLIST FOR FIXED ROUTE COACH AND PARATRANSIT VEHICLE DETAIL CLEANING			check
<p>Special Note:</p> <p>Though not specifically called out in the listed items which follow, all surfaces prone to being touched by transit Passengers and Operators will be sanitized or disinfected as well as cleaned during the detail cleaning process.</p>			
	A.	Detail clean front area, to include but not limited to:	
	1	Clean out dirt from around brake and accelerator pedals, and around base of driver's seat. Detail clean floor around driver's seat and driver's pedals.	
	2	Clean instrument panels, buttons and instrument gauge covers.	
	3	Clean front dash cover.	
	4	Clean steering wheel and steering column.	
	5	Clean all horizontal and vertical panels, including fabric covered surfaces and hard surface panels. Fabric covered surfaces will likely need vacuum and/or upholstery cleaning machine treatment to remove dust and dirt.	
	6	Clean/wipe down sun visors.	
	7	Clean rubber bellows beneath drivers' seat and any exposed framework supporting drivers' seat.	
	8	Clean driver's seat.	
	9	Clean metal molding and metal edgework on floor.	
	10	Clean all cracks and crevices of drivers' seat, removing lint, dust and dirt. Spot treat fabric as needed.	
	11	Sanitize radio microphone and remove dust from radio equipment and from underneath radio.	
	12	Clean door panels and door handles.	
	13	Clean all miscellaneous WTA items stored in the front area of the bus.	
	14	Clean outside of first aid kit case.	
	15	Clean waste bin, inside and out, and refill plastic liners.	
	16	Clean orange safety cones. Open cabinet doors and clean inside of cabinets and remove dirt from items inside cabinets (flashlights, red box of safety triangles, and other such items).	
	17	Wipe down fire extinguisher and clean outside of bio-spill kit.	
	18	Clean and polish all exterior surfaces of fareboxes.	
	B.	Passenger Seats	
	1	Clean seats and seat backs. Use upholstery cleaning machine as needed to deep clean seats.	
	2	Wipe down seat framework to remove all dust, dirt and smudges.	
	3	Remove any gum, tar or sticky substances from seats and framework.	

	4	Clean corners and crevices on floor and wall below seat.
	5	Clean metal framework and hardware which connect seats to walls and floors.
	6	Clean metal & fiberglass framework of seats and hardware which connects seats to walls and floors.
C.	Step areas	
	1	Clean walls and all vertical surfaces in stepwell areas.
	2	Clean steps, paying special notice to cleaning yellow or white strip portions.
	3	Wipe off step area light lenses and metal lens hoods.
	4	Wipe off built up dirt and grease from door hinges.
	5	Clean handrails on doors and along step well.
	6	Clean door surfaces, and clean the walls, compartment surfaces and handles overhead and beside doors.
D.	Lift	
	1	Extend Lift-U and clean platform.
	2	Clean Lift-U yellow edge strips.
	3	Clean any excessive grease, dirt, lint build-up etc. from Lift-U parts and area.
	4	Clean Lift-U handrails.
E.	Floor	
	1	Remove any gum or other substances stuck on floor.
	2	Scrub floor to remove any dirt build-up and cleaner residue, especially around seat post bases, belt brackets, and near edges where floor meets walls.
	3	Clean yellow strips.
	4	Thoroughly clean out metal floor "tracks." Dry moisture from inside of the tracks and floor brackets after cleaning.
F.	Walls and ceiling areas	
	1	Clean walls as needed, hard and soft surface walls.
	2	Clean ceiling vent units.
	3	Clean ceiling as needed.
	4	Clean dust, dirt, marks, graffiti, and smudges from upper and lower portions of walls.
G.	Posts and handrails	
	1	Clean all posts and handrails.
	2	Special attention to clean problem areas of posts and handrails, such as near exit door and near farebox. Brushed metal post and handrail finish and yellow padded handrail materials are particularly troublesome and have special cleaning needs since dirt tends to embed in these materials.
H.	Windows	
	1	Clean the interior surface of all windows.
	2	Vendors' Supervisor on duty is required to clean the inside glass of front windshield.

		3	Pull down shade behind Operator's seat and clean the dirt and greasy fingerprints from these shades.	
		4	Clean window framework, to include rut-like sections where dirt and dust and cleaning solution accumulate.	
	I.	Other		
		1	Sanitize drivers' seatbelts, wheelchair tie-down belts, and passenger belts. Typical method for this will be to wipe the loose dust and dirt from the belts using a hand sanitizer towelette.	
		2	Using upholstery cleaning machine clean drivers' seatbelts, wheelchair securement belts, and passenger belts on regularly scheduled intervals as determined by drying times and bus availability.	
		3	Thank you!	

EXHIBIT B: QUOTE SHEET

**VEHICLE DETAIL CLEANING SERVICES
RFP #2011-1000**

PRICES QUOTED ARE TO BE PER EACH VEHICLE CLEANED

1. THOSE MORE THAN 30 FEET LONG, FIXED ROUTE BUS STYLE	PRICE PER VEHICLE YEARS 1 THRU 3	PRICE PER VEHICLE YEAR 4 (AT WTA'S OPTION)	PRICE PER VEHICLE YEAR 5 (AT WTA'S OPTION)
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A. DETAIL CLEAN, INCLUDING WINDOWS: \$ _____ \$ _____ \$ _____

B. JUST CLEAN INTERIOR WINDOWS: \$ _____ \$ _____ \$ _____

2. THOSE LESS THAN 30 FEET LONG, PARATRANSIT STYLE AND VANPOOL VEHICLES	PRICE PER VEHICLE YEARS 1 THRU 3	PRICE PER VEHICLE YEAR 4 (AT WTA'S OPTION)	PRICE PER VEHICLE YEAR 5 (AT WTA'S OPTION)
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A. DETAIL CLEAN, INCLUDING WINDOWS: \$ _____ \$ _____ \$ _____

B. JUST CLEAN INTERIOR WINDOWS: \$ _____ \$ _____ \$ _____

3. THOSE LESS THAN 30 FEET LONG, VARIOUS – OTHER WTA STAFF VEHICLES	PRICE PER VEHICLE YEARS 1 THRU 3	PRICE PER VEHICLE YEAR 4 (AT WTA'S OPTION)	PRICE PER VEHICLE YEAR 5 (AT WTA'S OPTION)
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A. DETAIL CLEAN, INCLUDING WINDOWS: \$ _____ \$ _____ \$ _____

The proposer signing below agrees to keep their proposal open for sixty (60) calendar days after closing date.

Firm

Address/City/State/Zip

Phone/Fax/E-mail

Signature Authorized Representative

Printed Name

Date

THIS FORM MUST ACCOMPANY PROPOSAL

EXHIBIT C: RECEIPT OF ADDENDA
VEHICLE DETAIL CLEANING SERVICES
RFP #2011-1000

Addendum No.	Date of Receipt	Signed Acknowledgment

Note: Failure to acknowledge receipt of addenda may be considered as non-responsive to the proposal.

THIS FORM MUST ACCOMPANY PROPOSAL

EXHIBIT D: CLIENT REFERENCE LIST
VEHICLE DETAIL CLEANING SERVICES
RFP #2011-1000

Please provide name of business, contact and phone number of similar contracts.

Business	Contact	Phone
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THIS FORM MUST ACCOMPANY PROPOSAL

EXHIBIT E: PROPOSER'S CHECKLIST
VEHICLE DETAIL CLEANING SERVICES
RFP #2011-1000

Documents below must be submitted in a **SEALED ENVELOPE** clearly marked "**Sealed Proposal RFP 2011-1000**" to the Whatcom Transportation Authority no later than the proposal due date and time. *Incomplete proposals may be considered non-responsive and may not be evaluated.*

- Signed Request For Proposals Sheet (Page 3)**
- Written cover letter and proposal**
- Quote Sheet (Exhibit 'B')**
- Receipt of Addenda (Exhibit 'C')**
- Client Reference List (Exhibit 'D')**

Please ensure all required documents are properly completed and signed.