



Wilma Kelly
Purchasing Manager

City of Alexandria
Purchasing Department
P.O. Box 71
Alexandria, Louisiana
71309-0071



Office: (318) 441-6180
Fax: (318) 619-3412

Requests for Proposals will be received until
2:00 PM, Wednesday, June 22, 2022, and opened
at the City of Alexandria Purchasing Department.

City of Alexandria **RFQ #1699P**
Page: 1 of 30
Date RFP Prepared: May 25, 2022

Bid Bond Requirements: A bid bond or check
for N/A% of the total amount of bid.

Performance Bond Requirements: In the event bid
is accepted, a performance bond shall be required
in the amount of N/A%.

Please file quotations with the following:

Casey Barnes, Senior Buyer
City of Alexandria - Purchasing
2021 Industrial Park Road
Building WH
Alexandria, LA 71303
Phone: 318-441-6162 Fax: 318-619-3415

INTRODUCTION

Janitorial Services for the Cleaning of Transit Buses & Passenger Transit Vans

This contract shall provide for all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform custodial services on a **eight (8) to ten (10) each, City owned Transit Buses; and one (1) to three (3) , twelve (12) person capacity passenger City owned Transit Vans, as stated on Price Quote Sheet.** Location is City of Alexandria - Bus Department, 2021 Industrial Park Road, Building V, Alexandria, LA 71303. This contract shall remain in effect for a period of twelve (12) months from award date. Contingent upon the availability of funds, and the ability of the successful bidder to honor the quoted prices, the City reserves the right to renew the existing contract for a period of two (2) additional years, in one (1) year increments.

Award shall be based on the total combined unit cost for the cleaning of the buses and vans. The total combined cost will include the base year and both renewal years. However, the initial award will include only the base year 2022 – 2023.

On-Site Inspection

Contractors wishing to submit quotes for this service should perform an “on-site” inspection prior to the quote submittal. Contact Ann Howard at (318) 441-6021 between the hours of 8:00 AM and 3:00 PM, Monday through Friday, for an inspection appointment.

Questions and/or clarifications of bid specifications are to be in written form only, either mailed, faxed, or e-mailed to the attention of Casey Barnes, City of Alexandria - Purchasing Department, P.O. Box 71, Alexandria, LA 71309-0071; Fax #318-619-3415; e-mail casey.barnes@cityofalex.com ; and must be received by 2:00 PM, Thursday, June 16, 2022.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
Janitorial Services for the Cleaning of Transit Buses & Passenger Transit Vans**

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38:2212 B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
4. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.
8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950, R.S. 39:1701 et seq.
9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
Janitorial Services for the Cleaning of Transit Buses & Passenger Transit Vans**

General Conditions for Bidders - Please Read Carefully (Continued)

12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.
14. Cash discounts may be accepted, but SHALL NOT be considered in making award.
15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.
17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
18. The City of Alexandria is exempt from all sales taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.
19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.
20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
 - (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
 - (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
 - (c) By satisfactory completion of all services and obligations described in the contract.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
Janitorial Services for the Cleaning of Transit Buses & Passenger Transit Vans**

General Conditions for Bidders - Please Read Carefully (Continued)

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).

22. All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B.(5)(a)(b)(c), which states:

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
Janitorial Services for the Cleaning of Transit Buses & Passenger Transit Vans**

General Conditions for Bidders - Please Read Carefully (Continued)

23. In-State preferences shall not apply to procurements involving federal funds.
24. Pursuant to LA R.S. 38:2212 O.(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Alexandria's website (www.cityofalexandria.com) and posted on Central Bidding's website (www.centralauctionhouse.com) if applicable.
25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the Master Agreement, to include all applicable federal clauses.
- a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at www.sam.gov/portal/sam, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.
26. Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. Inquiries about the *AFEAT* Program should be directed to the Division of Finance. As a part of its RFP response, each Bidder **shall** submit documentation of its bona fide effort to secure subcontractors that meet the City's *AFEAT* goals. Each bidder **shall** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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Alexandria Fairness, Equality, Accessibility and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. *Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- B. *Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- C. *Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.*
- D. *Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.*
- E. *Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.*

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org . Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

As a part of its RFP response, each Bidder ***shall*** submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder ***shall*** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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Personnel

The awarded Contractor shall provide a **Contract Manager** who shall be responsible for the performance of the work. The name of this person, as well as the name of an alternate manager, shall be provided as indicated on Page 12 of 30 of this specification.

The awarded Contractor shall list, on Page 12 of 30 of this document, the **name and telephone number of their designated representative responsible for resolving any problems that may arise during the term of this contract**. The designated contact person shall be accessible by phone between the hours of 7:00 AM and 7:00 PM, Monday through Saturday.

Performance Evaluation Meetings

The Contract Manager will be required to meet weekly with a designated City representative for the first month of the contract. Meetings shall be monthly thereafter as deemed necessary by the Purchasing Manager. The written minutes of these meetings shall be signed by the Contract Manager and the building representative. Should the Contractor not concur with the minutes, the Contractor shall so state any areas of non-concurrence in writing to the City within ten (10) days of receipt of the signed minutes.

Frequency of Service

Services shall be performed between the hours of **5:00 PM until 10:00 PM**, six (6) days per week, Monday through Saturday.

"Spot-Check" services shall be performed six (6) days per week, Monday through Saturday. Spot-Check service shall be between 1:00 PM and 2:00 PM. A documented form provided by the Contractor shall be forwarded to the department weekly.

Recognized Legal Holidays and City Closures (NO Service Required)

An Emergency declared by the Mayor of the City of Alexandria
Notifications of Bus Terminal Closure by the Transit Manager prior to the first spot check

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King's Birthday	Independence Day	Christmas Day
Good Friday	Labor Day	
Memorial Day	Veteran's Day	

Lost & Found Property

It is the responsibility of the Contractor to ensure that all items of possible personal or monetary value found by the Contractor's employees are turned in to the ATRANS Supervisor on duty.

Additional Requirements

1. Contractor should have a minimum of one (1) year experience in similar type of janitorial work.
2. Contractor should list a minimum of three (3) references for similar type of work. References should be listed on page 12 of this Request for Quotation. Contractor should list Company Name, contact name, address, and telephone number.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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Responsibilities and Restrictions

It shall be the responsibility of the awarded vendor to insure that all janitorial personnel have been informed of and shall adhere to the following responsibilities and restrictions:

1. Lights may be used in areas where and when work is actually being performed. The person performing the janitorial cleaning of the vehicles shall be responsible for insuring that all lights on the vehicle have been turned off prior to leaving.
2. Mechanical equipment controls for heating, ventilation, and air conditioning shall not be adjusted by the janitorial personnel for any reason on any of the vehicles.
3. Janitorial personnel shall not drive, or operate any of the controls, on the City vehicles for any reason.
4. Smoking in any City owned vehicle is prohibited.
5. Failure to comply with any or all of the above directives shall constitute grounds for immediate termination of contract.

Contractor Furnished Supplies

The awarded vendor shall provide, without cost to the City, all cleaning materials and supplies necessary to perform the cleaning services as specified in this Request for Quotation document.

Insurance requirement:

INSURANCE: Bidder shall furnish, attached to the bid document, a current copy of his Certificate of Insurance indicating limits of General Liability, Automobile Liability and Worker's Compensation in force at the time of the bidding. Evidence of reliable insurance to fully indemnify against long-term liabilities shall be part of the evaluation criteria for award of this bid. Certificate of Insurance shall have a General Liability Aggregate of One Million (\$1,000,000) Dollars and a per person/per occurrence of Five Hundred Thousand (\$500,000) Dollars. Automobile Liability will have a Combined Single Limit of Two Million (2,000,000). Also on the Certificate, the City shall be named as an "additional insured" and a waiver of subrogation in favor of the City of Alexandria. On the Certificate of Insurance under Worker's Compensation, it shall state that "This is a standard Worker's Compensation Policy", with statutory limits. Cancellation of any Certificate of Insurance should require sixty (60) day notice to the City of Alexandria, but under no circumstances less than thirty (30) day notice. Also, the following wording must be removed before acceptance of the Certificate: "Endeavor to" or "But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." Certificate holder shall be the City of Alexandria, P.O. Box 71, Alexandria, LA 71309-0071, Attention: Purchasing Manager.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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Instructions for Interior Cleaning of Transit Buses and Passenger Vans

These are required for general daily cleaning:

- A. Sweep behind driver's seat. Remove any debris and clean under seat.
- B. Sweep the rest of the bus or van thoroughly, making sure to remove all debris under and between the seats. Ensure that the rear wheel wells are completely clean on each side, sweeping out any debris.
- C. Wipe the dash, driver's gauges and driver's sun visor (if equipped).
- D. Mop the bus floor thoroughly and scrub out any stains. Clean the steel runner on both sides of the floor. Mop thoroughly behind each wheel well and along the surface of the lower panel just below the seats.
- E. Mop the entire bus including the driver area floor.
- F. Remove any graffiti and/or gum.
- G. Clean and mop the flooring ledge at the rear of the entrance step well.
- H. After 5-6 buses have been cleaned, mop water is to be changed.
- I. All debris and trash is to be kept in a trash receptacle and disposed of in trash dumpster.
- J. Clean window frames and panels between and above each window.
- K. Clean each interior mirror used by the driver (includes mirrors at exit doors).
- L. Clean hand rails, equipment boxes and the fare box with a damp or dry cloth.
- M. Clean the entrance and exit door, including grab rails, step well lights and modesty panels.
- N. Clean all interior windows, speaker panels, A/C return air grill, ceiling panels, roof hatches and rear wall, including the area below the rear seats.
- O. Clean melamine panels above the windows to the bottom of the seat edge.
- P. Clean and disinfect surfaces frequently touched.
- Q. All cleaning material, i.e. mops and other equipment are to be provided by bidder.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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Detailed cleaning: (In addition to the requirements listed in the general cleaning instructions these should be performed bi-monthly.)

- A. Clean all interior light lenses.
- B. Remove all interior advertising signage and clean behind advertisement. Replace advertisement when finished.
- C. Clean speaker panels, A/C return air grill, ceiling panels, roof hatches and rear wall, including area below the rear seats.

***For all interior cleaning, a required check list is to be filled out for each vehicle.**

***List sanitizing and cleaning solutions utilized.**

I have read completely, understand and comply with all the terms and conditions contained in the preceding pages and understand that not complying with any or all of these conditions may constitute grounds for rejection of my entire submitted bid package.

(Authorized Company Representative)

(Date)

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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PRICE QUOTATION SHEET

Contract Base Year 2022 - 2023

**Janitorial Services for Daily Cleaning of
Transit Buses Monday - Saturday**

\$_____ Per Transit Bus

**Janitorial Services for Daily Cleaning of
Transit Vans Monday – Saturday**

\$_____ Per Transit Van

=====

Contract Renewal Year 2023 - 2024:

**Janitorial Services for Daily Cleaning of
Transit Buses Monday - Saturday**

\$_____ Per Transit Bus

**Janitorial Services for Daily Cleaning of
Transit Vans Monday – Saturday**

\$_____ Per Transit Van

Contract Renewal Year 2024 – 2025

**Janitorial Services for Daily Cleaning of
Transit Buses Monday - Saturday**

\$_____ Per Transit Bus

**Janitorial Services for Daily Cleaning of
Transit Vans Monday – Saturday**

\$_____ Per Transit Van

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CONTACT PERSONNEL:

Contract Manager's Name: _____ Telephone #: _____

Alternate Contract Manager's Name: _____ Telephone #: _____

Complaint Manager's Name: _____ Telephone #: _____

- | | | | |
|----|--------------------------------|-------|-------|
| 1. | Insurance Certificate Attached | _____ | _____ |
| 2. | On-Site Inspection Performed | _____ | _____ |

References:

1. Company Name: _____
 Address: _____
 City, State, ZIP _____
 Telephone Number _____
 Contact Person _____

2. Company Name: _____
 Address: _____
 City, State, ZIP _____
 Telephone Number _____
 Contact Person _____

3. Company Name: _____
 Address: _____
 City, State, ZIP _____
 Telephone Number _____
 Contact Person _____

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: (_____) _____ Fax #: (_____) _____

Email: _____

Authorized Printed Name and Title: _____

Authorized Signature: _____

(Per LA R.S. 38:2212(A)(c)(i) - See General Conditions Item #22, Page 4 of these bid specifications.)

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)

TERMS

FTA Circular 4220.1D

The contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Alexandria, LA and ATRANS requests which would cause the “City” to be in violation of the FTA terms and conditions.

Signature

Title

Date

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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FEDERAL CHANGES
49 CFR Part 18

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated 10/95) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Signature

Title

Date

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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ENERGY CONSERVATION
42 U.S.C. 6321 et seq. 49 CFR Part 18

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

Signature

Title

Date

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
Janitorial Services for the Cleaning of Transit Buses & Passenger Transit Vans**

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 23

The City of Alexandria has set the Federal Fiscal Year goal; LA and ATRANS in an attempt to match projected procurements with available qualified disadvantaged businesses. The City of Alexandria, LA and ATRANS goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City of Alexandria, LA and ATRANS as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 1 06(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the City of Alexandria, LA and ATRANS may declare the Contractor noncomplaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that the specific goal is assigned to this contract.

(a) It is the policy of the Department of Transportation and (name of grantee) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 1 06(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 1 06(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 1 06(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the City of Alexandria, LA and ATRANS to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of (name of grantee) procurement activities is encouraged.

DBE obligation -The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the City of Alexandria, LA and ATRANS may declare the contractor noncomplaint and in breach of contract.

The Contractor will keep records and documents for a reasonable time following performance if this contract to indicate compliance with the City of Alexandria, LA and ATRANS DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City of Alexandria, LA and ATRANS and will be submitted to the City of Alexandria, LA and ATRANS upon request.

The City of Alexandria, LA and ATRANS will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

Identification of qualified DBE

Available listing of Minority Assistance Agencies

Holding bid conferences to emphasize requirements

DBE Program Definitions, as used in the contract:

Disadvantaged business "means a small business concern":

Which are at least 51 percent owned by one or more socially and economically disadvantaged Individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

Whose management and daily business operations do one or more of the socially and economically disadvantaged individuals who own it control?

Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51 % of the stock of which is owned by one or more women individuals; and

Whose management and daily business operations do one or more women individuals who own it control?

"Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B -(Section 106(c)) Determinations of Business Size.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native

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Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

"Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

"Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

"Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

"Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the

Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

"Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

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CIVIL RIGHTS REQUIREMENTS

29 U.S.C. §623, 42 U.S.C §2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race. Color. Creed. National Origin. Sex -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FT A may issue.

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

(c) Disabilities -In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S.C. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FT A may issue.

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

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TERMINATION

49 U.S.C. Part 18 FT A Circular 4220.1D

Termination for Convenience - (General Provision)

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

Termination for Default [Breach or Cause] - (General Provision)

If the Contractor does not deliver supplies in accordance with the contracts delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default shall effect termination. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Opportunity to Cure - (General Provision)

The recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within (10) days after receipt by Contractor or written notice from the recipient setting forth the nature of said breach or default, then the recipient shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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Waiver of Remedies for any Breach

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

Termination for Default (Supplies)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, then the recipient may terminate this contract for default. The recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the judgment of the recipient, the delay is excusable; the time for completing the work shall be extended. The judgment of the recipient shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

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STATE AND LOCAL LAW DISCLAIMER

State and Local Law Disclaimer -The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

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RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

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

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NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The contractor Acknowledges and agrees that, notwithstanding any concurrence by the Federal Government I or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

31 U.S.C. 3801 et seq. 49 CFR Part 3118 U.S.C. 1001 49 U.S.C. 5307

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Signature

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SA 20-1 Safety Advisory

Subject: RECOMMENDED ACTIONS TO REDUCE THE RISK OF CORONAVIRUS DISEASE 2019 (COVID-19) AMONG TRANSIT EMPLOYEES AND PASSENGERS

Purpose: During the COVID-19 public health emergency, transit agencies across the country are continuing to provide millions of trips a day to lifeline services and to carry healthcare and other essential workers to critical jobs. This Safety Advisory recommends that transit agencies develop and implement procedures and practices consistent with all applicable guidance and information provided by the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA) to ensure the continued safety of transit passengers and employees during this national emergency.

Disclaimer: This Safety Advisory is considered guidance pursuant to 49 CFR § 5.25. The information in this Safety Advisory does not have the force and effect of law. This Safety Advisory is not legally binding in its own right and will not be relied upon by the Department as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this Safety Advisory is voluntary only and nonconformity will not affect rights and obligations under existing statutes and regulations. If you have questions relating to COVID-19, please contact the CDC directly.

Background: In late 2019, the World Health Organization was notified of patients with pneumonia of an unknown cause in China, later identified as a new type of coronavirus, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).¹ SARS-CoV-2, the virus that causes coronavirus disease (COVID-19), is confirmed or believed to have spread to most countries worldwide, including the United States.² In response to the emerging public health risk posed by COVID-19 in the United States, the Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020.³ To further bolster the United States' response, on March 13, 2020, President Donald J. Trump declared a national emergency related to the COVID-19 outbreak.⁴ This Safety Advisory will remain in effect for the duration of the

¹ World Health Organization Situation Report, January 21, 2020: https://www.who.int/docs/default-source/coronavirus/situation-reports/20200121-sitrep-21-jan-covid-19.aspx?sfvrsn=20a99c16_4_

² CDC Travel Health Notices: <https://www.cdc.gov/coronavirus/2019-nCoV/travelers/index.html>

³ HHS Secretary Determination that a Public Health Emergency Exists: <https://www.hhs.gov/emergency-news/health-emergencies/rhps/covid-19-cov.aspx>

⁴ Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak: <https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/>

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Secretary of Health and Human Services' declaration of a public health emergency regarding COVID-19, issued January 31, 2020.

COVID-19 can cause mild to severe respiratory illness with fever, cough, and difficulty breathing. In some serious cases, COVID-19 can be fatal.⁵ No existing vaccines prevent COVID-19. This means that the only known way to prevent illness is to avoid exposure to the virus. Current information indicates that the virus is mainly spread person-to-person through the respiratory droplets an infected person produces when they cough, sneeze, or talk. Recent studies indicate that an infected person can transmit the virus even if they are not showing symptoms. This means that someone who appears and feels healthy could spread the virus without knowing it.⁶

Current CDC recommendations for protecting against spread of COVID-19 include maintaining a physical separation of at least six feet from other people, regular and thorough hand washing, wearing a cloth mask or other face covering when around others, and cleaning and disinfecting frequently touched surfaces daily.⁷

Recommended Actions⁸: FTA recommends that transit agencies take the following actions to reduce the likelihood that transit employees, contractors, and members of the public contract or spread the novel coronavirus that causes COVID-19, consistent with current CDC⁹ and OSHA¹⁰ guidance:¹¹

1. Establish and implement policies and procedures for transit agency employees and passengers regarding the use of face coverings and personal protective equipment to reduce the risk of COVID-19 among employees and passengers.

⁵ CDC Coronavirus Frequently Asked Questions: <https://www.cdc.gov/coronavirus/2019-nCoV/fda.html>.
⁶ CDC How to Protect Yourself & Others: <https://www.cdc.gov/coronavirus/2019-nCoV/prevent-getting-sick/prevention.html>.

⁷ Id.

⁸ The Americans with Disabilities Act and the U.S. Department of Transportation's implementing regulations at 49 CFR Parts 27, 37, 38, and 39 apply to any policies and procedures that transit agencies develop pursuant to these recommended actions.

⁹ Recommendation Regarding the Use of Cloth Face Coverings, Especially in Areas of Significant Community-Based Transmission: <https://www.cdc.gov/coronavirus/2019-nCoV/prevent-getting-sick/cloth-face-cover.html>; What Bus Transit Operators Need to Know About COVID-19: <https://www.cdc.gov/coronavirus/2019-nCoV/community-organizations/bus-transit-operator.html>; What Rail Transit Operators Need to Know About COVID-19: <https://www.cdc.gov/coronavirus/2019-nCoV/community-organizations/rail-transit-operator.html>; What Transit Maintenance Workers Need to Know About COVID-19: <https://www.cdc.gov/coronavirus/2019-nCoV/community-organizations/transit-maintenance-workers.html>; What Transit Station Workers Need to Know About COVID-19: <https://www.cdc.gov/coronavirus/2019-nCoV/community-organizations/transit-station-workers.html>; CDC's Interim Guidance for Businesses and Employers: <https://www.cdc.gov/coronavirus/2019-nCoV/community-guidance-business-response.html>; CDC's Workplace, Home and School Guidance: <https://www.cdc.gov/coronavirus/2019-nCoV/downloads/workplace-school-and-home-guidance.pdf>.

¹⁰ OSHA's COVID-19 guidance page: <https://www.osha.gov/coronavirus>.

¹¹ The guidance referenced in this Safety Advisory is current as of the date of this Advisory. In the event of any differences between recommendations in this document and guidance issued by CDC or OSHA, the CDC and OSHA guidance should be followed.

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2. Establish and implement policies and procedures for routine cleaning and disinfection of surfaces frequently touched by employees and passengers, including equipment, digital interfaces such as touchscreens and fingerprint scanners, vehicles, and facilities to reduce the risk of COVID-19 among employees and passengers.
3. Establish and implement measures to create physical separation greater than 6 feet between transit facility employees, transit operators, and passengers.
4. Establish and implement policies and procedures that reinforce healthy hygiene practices, including policies to provide sufficient opportunities for employees to practice healthy hygiene and to ensure transit vehicles and facilities are appropriately cleaned.
5. Revise policies, procedures and measures developed and implemented pursuant to this Safety Advisory as new or revised CDC and OSHA guidance becomes available.

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, FTA allocated \$25 billion to recipients of urbanized area and rural area formula funds, which transit agencies should use to support implementation of the recommendations in this Safety Advisory. CARES Act funding is eligible to cover 100 percent of the costs to develop and implement all actions recommended in this Safety Advisory. Title XII of Division B of CARES Act, Pub. L. 116-136. Under FTA's Emergency Relief Program (49 U.S.C. 5324), funding also may be available through FTA's formula grant programs. Additionally, funding may be available from the Federal Emergency Management Agency. See Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207; FEMA fact sheet: <https://www.fema.gov/news-release/2020/03/13/covid-19-emergency-declaration>.

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