

## Submission Information Package

Request for Proposals for:

### Contract Cleaning

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For

Monongalia County Urban Mass Transportation Authority (MCUMTA)

Doing Business As (DBA)

Mountain Line Transit Authority

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**Submit Proposals to:** Office of the Finance Officer  
Mountain Line Transit Authority  
420 DuPont Road  
Westover, WV 26501-2309

**Submission Deadline:** Friday, MAY 15, 2026  
2:45 PM local time

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**Additional Information:** [WWW.BUSRIDE.ORG](http://WWW.BUSRIDE.ORG)

Info@Busride.Org  
(304) 296-3680  
(304) 291-7429 fax

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**Issued May 5, 2026**

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REQUEST FOR PROPOSALS (RFP)  
MONONGALIA COUNTY URBAN MASS TRANSIT AUTHORITY  
CLEANING SERVICES

The Mountain Line Transit Authority (the Authority) is seeking proposals from qualified firms or individuals to provide office, facility cleaning services to start July 1, 2026.

Copies of the complete RFP are available upon request by calling (304) 296-3680. The RFP is also available on the Internet at <https://www.busride.org/procurement> or by writing to: Loring Danielson, Finance Officer at 420 DuPont Rd, Westover, WV 26501-2309 and asking for a copy of the Building Service RFP.

The Authority reserves the right to reject any or all proposals. Proposals will be accepted until 2:45 PM local time on May 15, 2025 at the address listed above.

Proposals should be sealed and clearly marked "Building Service Proposal." The Authority reserves the right to reject any bids and to waive any informality in bidding on such basis as the Authority deems to be in its best interest.

The successful bidder is required to comply with all applicable Equal Employment Opportunity laws and regulations.

The Mountain Line Transit Authority is an Equal Opportunity/Affirmative Action employer and it is the expressed policy of the Authority that it shall not discriminate against any person, firm, company or corporation in any employment or contracting matter because of race, color, sex, creed, age, disability, blindness, religion, familial status, veteran status, or national origin. DBEs are encouraged to apply.

Maria Smith  
General Manager  
Mountain Line Transit Authority

## **SECTION I - INFORMATION**

### **1.0 GENERAL INFORMATION AND INTRODUCTION**

The Monongalia County Urban Mass Transit Authority (MCUMTA) is requesting proposals to provide cleaning services at its 420 DuPont Road location including bus shelters and performing minor repairs. This Request for Proposals (RFP) includes all supporting documentation necessary to complete and file a valid proposal for consideration. All prospective proposers are advised to thoroughly review this RFP. In final form, this RFP and subsequent final proposal will become binding.

Through this RFP, the following definitions will apply:

"Agreement" means the negotiated contract between Monongalia County Urban Mass Transportation Authority and Contractor for performing services set forth in this RFP.

"Authority" means Monongalia County Urban Mass Transportation Authority, 420 DuPont Road, Westover, WV 26501-2309.

"Contractor" means the company performing the services for the Authority.

"Project" means the services set forth in this RFP.

"Proposer" means the firm or corporation which submits a proposal to the Authority, in response to this RFP, seeking to be selected as the Contractor.

"RFP" means this Request for Proposals.

"Service" means the contract work to be performed for the services described in this RFP.

### **1.1 PROPOSAL SUBMISSION SCHEDULE**

Copies of this RFP will be made available to interested proposers on or after May 5, 2026. The RFP and any subsequent written addenda will serve as the sole basis upon which proposers may submit proposals.

Proposals must be received by 2:45 PM local time on May 15, 2026 at the Authority's offices. Proposals not received by that time and date will not be considered by the Monongalia County Urban Mass Transportation Authority and will be returned unopened to the proposer. All proposals submitted must remain in effect for sixty days in their entirety from the submission due date. One (1) original copy of the proposal must be submitted to MCUMTA.

### **1.2 PROPOSAL FORMAT**

For uniformity in all proposals, proposers shall use the enclosed Standard Format for Proposals. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

### **1.3 CONTRACT TERM**

The Authority is soliciting proposals from firms to provide Cleaning services from the contract July 1, 2026 to June 30, 2027 with the option to extend the term of the Agreement, at Authority's sole discretion, on a year-to-year basis for up to one (1) additional year through June 30, 2028.

The Authority reserves the right to terminate this contract as stated in Exhibit 1 of this RFP.

### **1.4 CONTRACT MODIFICATIONS OR DEVIATIONS**

The provisions contained in the RFP submission, unless the Authority formally approves a waiver or deviation in writing, will be considered to be binding upon proposers.

## **SECTION II - SCOPE OF WORK**

### **2.0 PURPOSE**

The purpose of the proposed service is to provide cleaning services at the Mountain Line Transit Authority's office portion of the building and the downstairs terminal area and bus shelters as defined in this RFP. The Authority is seeking firms or individuals with relevant experience in the provision of cleaning the facilities.

This RFP includes:

A list of the current requirements for the existing buildings. See Attachment 3

### **2.1 SECURITY AND DAMAGES**

The Contractor shall assume all responsibility for any costs to insure the contractor, the contractor's employees, and the contractor's subcontractors, if any, for personal injury. The Contractor shall provide any insurance it may deem appropriate to cover its interests in this project. Furthermore, by submission of this RFP, the Contractor acknowledges that said damage or losses should not be applied to nor claimed against the Authority's property or other liability insurance. Additionally, the Contractor further stipulates that the Authority will in no manner be held responsible for such damage or other loss.

## **SECTION III - RESPONSIBILITY OF CONTRACTOR**

### **3.0 RESPONSIBILITY OF CONTRACTOR**

The Contractor/Proposer shall identify all of its proposed subcontractors in its proposal, if any, the tasks they will perform, and their qualifications. The Contractor shall be responsible for management, direction, service integration, scheduling, control, review and approval of all subcontract work and services. The Contractor shall be responsible for assuring that all subcontract work is in conformance with the Authority's policies, standards, and criteria and the terms and conditions of this Agreement. The Authority reserves the right to forbid any contractor, employee, agent or subcontractor access to the premises at its sole discretion. All personnel granted access to the MLTA facilities shall be subject to a criminal background check.

### **3.1 EXPERIENCE RECORD**

This section of the proposal shall contain complete, concise and accurate descriptions of the Proposer's and its subcontractor's experience in providing services similar to those as outlined in the Scope of Work. Information required but not limited to is as follows:

1. Sample list of Contractor's current cleaning and maintenance types;
2. Relevant business references; and
3. Demonstrated evidence of similar projects and services

### **3.2 PROJECT WORK PLAN**

This section of the proposal should identify the Proposer's methodology for providing cleaning services to the office buildings. The Authority is expecting cleaning of the main office building Monday through Friday five days a week every week with the exception of holidays when the building is closed. The terminal portion of the building needs to be cleaned five days a week, Monday through Friday twice per day, except holidays. Typically the terminal portion of the building is not closed on holidays. The contractor will provide all tools and cleaning supplies. Paper Towels, toilet paper, trash bags, and similar materials will be provided by the Authority. The proposer shall supply a routine work schedule as part of their RFP submission. If there is a need for floor waxing or carpet cleaning it will not be part of this RFP, and will be bid out separately. The Contract calls for annual cleaning of the solar panels in April. This is to be billed and bid separately from the normal duties.

### **3.3 PRICING OF ITEMS**

Not applicable

### **3.4 PAYMENT TO CONTRACTOR**

The proposer shall submit a schedule for invoicing to the Authority. The Authority weights monthly payments and net 30 day terms as equivalent and will make payment to

the vendor timely according to the vendor's preference. Other payment terms need to be agreed upon before any contract is approved. If the contractor hires subcontractors for this project, the Authority requires all sub-contractors to be paid on a timely basis. Please also see the Audit Inspection note in the General Terms and conditions.

## **SECTION IV - SELECTION PROCESS**

### **4.0 SELECTION EVALUATION PROCESS**

MCUMTA will accept the proposal that is determined to be in the best overall interest of MCUMTA. The selection process, in accordance with Authority policies, is to be conducted in a manner providing maximum open and free competition as well as facilitating expeditious contract completion once the top rated Proposer is identified. MCUMTA staff will determine the responsiveness of proposals to the RFP. That is, it will be determined if the minimum submission requirements of this RFP have been met by the proposer. A proposal, which does not meet the minimum standards in any area, will be deemed non-responsive and will not be considered further.

Attachment 2 will be used as the basis for selection, along with other requested information demonstrating the proposer's ability to perform the services required as described herein.

Ratings will be made on the basis of points with one hundred (100) points as the maximum and one (1) as the minimum. Points for each criterion shall be multiplied in weight to determine scores. Proposals will be compared on the basis of total scores.

The respondent to this RFP should understand exactly what is required to be submitted in each of the evaluation "factors" identified on Attachment 2. The complete submission checklist is included as Attachment 1 below.

### **4.1 CONTRACT AWARD**

MCUMTA expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

### **4.2 COSTS**

MCUMTA shall not be held liable for any costs incurred by proposers prior to the signing of a contract.

5.0.1 Bid Duration

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All bids must remain valid and in effect for sixty (60) days from date of bid opening.

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Name of Individual, Partner or Corporation

Address (including zip code)

---

Authorized Signature

Title

---

Date

5.1.1 OFFER AND AWARD

5.1.2 OFFER

By execution below bidder hereby offers to furnish the product/service as herein indicated.

BIDDER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Signee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number - Including Area Code

5.1.3 AWARD

By execution below The Mountain Line Transit Authority accepts offer as indicated above for furnishing the product/service as specified.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Award Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

VENDOR BIDDERS LIST

The United States Department of Transportation (USDOT) rules at 49 CFR 26.11 requires transit agencies to obtain the following information from all current, past and potential contractors. A Potential contractor is defined as one seeking or has sought to do business with MLTA.

Firm Name \_\_\_\_\_  
Firm Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Website URL \_\_\_\_\_ E-mail \_\_\_\_\_

How long has firm been in business? \_\_\_\_\_

What are your gross receipts for the most-recent calendar year? Check the box below that applies.

- < \$500,000
- \$500,000 - \$1.0 million
- \$1.0 million - \$2.0 million
- \$2.0 million - \$ 5.0 million
- > \$5.0 million

Are you aDBE now?  Yes  No

If you want the USDOT and MLTA to treat this information as proprietary, you must check this box.

Box G If checked, this form is to be treated as proprietary.

If this box G is checked, the USDOT and MLT0A will view this information as proprietary. It will therefore be protected under the Federal Freedom of Information Act, which pre-empts state and local laws, if any. A court can, however, order this information be released.

Send this form back immediately if the vendor is to be on the official bidders list for this project.

If it is submitted with the bid, and it is to be treated as proprietary put it in an envelope marked proprietary.

Attachment 1 - Submission Checklist

1. Expression of interest - letter \_\_\_\_\_
2. Record of recent, relevant experience \_\_\_\_\_
3. References for recent relevant experience \_\_\_\_\_
4. List of Subcontractors Included (if any) \_\_\_\_\_
5. Billing Procedure and Payment Schedule \_\_\_\_\_
6. Bid amounts on weekly routine cleaning and Solar Panel Cleaning \_\_\_\_\_
7. Daily Routine work schedule and response time \_\_\_\_\_
8. Acknowledgement of Receipt of Addenda (If issued) \_\_\_\_\_
9. West Virginia Business License \_\_\_\_\_
10. Proof of liability insurance and workers compensation  
for employees or contracting principals on the job site.  
This proof may be deferred via a letter of intent, but  
The said proof is required before the contract is signed. \_\_\_\_\_
11. Offer and Award (Contract agreement with RFP and Offer) \_\_\_\_\_
12. DBE Information/ Vendor Bidders List \_\_\_\_\_

**Attachment 2 - Proposal Evaluation Worksheet**

Proposer: \_\_\_\_\_

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

| <b><u>Factor</u></b>                     | <b><u>Weight</u></b> | <b><u>Score</u></b><br>(1-100)<br>(Each) | <b><u>Weighted Score</u></b><br>(Weight x score) |
|--|----------------------|--|--|
| Relevant Experience                      | 3                    |  |  |
| Relevant References                      | 34                   |  |  |
| Weekly Routine Cost                      | 45                   |  |  |
| Solar Panel Cleaning Cost                | 03                   |  |  |
|  |                      |  |  |
|  |                      |  |  |
| Service Work Schedule/ and Response Time | 15                   |  |  |
| <b>Total</b>                             | <b>100</b>           |  |  |

Notes & Comments:

## **Attachment 3 – Approximate Requirements for the Existing Buildings – Cont'**

### **Garage:**

In the mechanics area large storage area, one office, one break room.

### **Administrative Office Space:**

Upstairs has a very large training room, training room breakout area hallway, a conference room, an human resources conference room, controlled entry way, lobby, kitchen, copy room, storage room, utility room, two washrooms, copy room, 12 offices upstairs, 2 hallways, inside stairs between floors and outside one 5 X 12 bus shelter.

### **Bathrooms and Locker Room**

Two bathrooms, locker room, break area with exercise equipment.

### **Downstairs Supervisors Office:**

This area has three offices, two private washrooms, a small training room and hallway. Please see the attached lists for the cleaning requirements.

### **Depot Space:**

A large Depot waiting area, tables, chairs, a large counter an employee bathroom behind the counter and a public bathroom for the Depot customers, and a large customer waiting area.

Seven small bus shelters and one large enclosed bus shelter, and two outdoor smoking areas.

### **A tour:**

A tour of the building is available. Please contact Loring Danielson to set up an appointment.

## **Mountain Line Transit Authority Monthly Facility Expected Hours**

The Terminal office hours are 7:00 AM to 8:00 PM Seven days a week except holidays.  
Administrative office hours are 8:00 AM to 5:00 PM Monday through Friday except holidays.

The terminal cleaning is done twice to keep it fresh. So there should be at least four hours from the initial cleaning before it is done again.

Bus cleaning and garage floor. The bus garage is almost empty in the afternoon, which will make the operation of the floor scrubber easier.

**Attachment 3 Approximate Requirements for Existing Buildings**

| DATES:  |     |      |     |      |     |
|---|-----|------|-----|------|-----|
| <b>Admin Office Area-Morning Cleaning</b>   | MON | TUES | WED | THUR | FRI |
|   |     |      |     |      |     |
| <b>Clean Office Restrooms2 total:</b>   |     |      |     |      |     |
| Restroom 1 (Sinks, toilets, mirrors floors etc.)                                      |     |      |     |      |     |
| Restock Restroom 1 ( TP, PT, soap etc.)   |     |      |     |      |     |
| Empty Trash   |     |      |     |      |     |
|   |     |      |     |      |     |
| Restroom 2 (Sinks, toilets, mirrors floors etc.)                                      |     |      |     |      |     |
| Restock Restroom 2 ( TP, PT, soap etc.)   |     |      |     |      |     |
| Empty Trash   |     |      |     |      |     |
|   |     |      |     |      |     |
| <b>Clean Garage Restrooms 2 Total</b>   |     |      |     |      |     |
| Restroom 3 (Sinks, toilets, mirrors floors etc.)                                      |     |      |     |      |     |
| Restock Restroom 3 ( TP, PT, soap etc.)   |     |      |     |      |     |
| Empty Trash   |     |      |     |      |     |
|   |     |      |     |      |     |
| Restroom 4 Other end main floor by drivers desk (Sinks, toilets, mirrors floors etc.) |     |      |     |      |     |
| Restock Restroom 4 ( TP, PT, soap etc.)   |     |      |     |      |     |
| Empty Trash   |     |      |     |      |     |
|   |     |      |     |      |     |
| <b>Clean Downstairs restrooms 4 total</b>   |     |      |     |      |     |
| Restroom 5 Downstairs offices (Sinks, toilets, mirrors floors                         |     |      |     |      |     |
| Restock Restroom 5 ( TP, PT, soap etc.)   |     |      |     |      |     |
| Empty Trash   |     |      |     |      |     |
|   |     |      |     |      |     |
| Restroom 6 Downstairs offices(Sinks, toilets, mirrors floors                          |     |      |     |      |     |
| Restock Restroom 6 ( TP, PT, soap etc.)   |     |      |     |      |     |
| Empty Trash   |     |      |     |      |     |
|   |     |      |     |      |     |
| Restroom 7 and 8 Downstairs DEPOT Listed below in terminal Cleaning                   |     |      |     |      |     |
|   |     |      |     |      |     |
| <b>Driver and Receptionist Break Areas:</b>   |     |      |     |      |     |
|   |     |      |     |      |     |
| Clean Countertops   |     |      |     |      |     |
| Clean Sinks   |     |      |     |      |     |
| Clean tables  |     |      |     |      |     |
| Clean inside/outside microwave  |     |      |     |      |     |
| Wipe off outside Cabinets   |     |      |     |      |     |
| Put away clean dishes from dishwasher   |     |      |     |      |     |
| Load Dishwasher   |     |      |     |      |     |
| Run Dishwasher as needed  |     |      |     |      |     |
| Empty Trash   |     |      |     |      |     |
| Sweep and Mop Floors  |     |      |     |      |     |
|   |     |      |     |      |     |
| Vacuum Main entry and Hallway   |     |      |     |      |     |
| Clean All Water Fountains   |     |      |     |      |     |
| Vacuum All Hallways   |     |      |     |      |     |
| Sweep and Mop Stairwells  |     |      |     |      |     |
| Sweep and Tiled Hallways  |     |      |     |      |     |
| Clean and Empty trash in DuPont Rd Shelter  |     |      |     |      |     |
| Remove trash from all offices   |     |      |     |      |     |
|   |     |      |     |      |     |
| <b>Shop Area:</b>   |     |      |     |      |     |
|   |     |      |     |      |     |
| Clean Shop office and breakroom   |     |      |     |      |     |

### Attachment 3 Approximate Requirements for Existing Buildings

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| Sweep and Mop Shop Office and breakroom        |  |  |  |  |  |
| Collect Trash in Shop/garage/fuel island areas |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

|   |            |             |            |             |            |
|---|------------|-------------|------------|-------------|------------|
|   |            |             |            |             |            |
| <b>Kitchen (Upstairs):</b>  |            |             |            |             |            |
| Empty dishwasher  |            |             |            |             |            |
| Load dishwasher   |            |             |            |             |            |
| Run dishwasher when needed  |            |             |            |             |            |
| Wipe own counter tops   |            |             |            |             |            |
| Wipe down tables  |            |             |            |             |            |
| Empty all Trash throughout  |            |             |            |             |            |
| Sweep and <u>Mop</u> floor including entryway   |            |             |            |             |            |
| Clean lower level breakroom   |            |             |            |             |            |
| Clean all traffic areas daily, vacuum sweep mop and etc.  |            |             |            |             |            |
|   |            |             |            |             |            |
| <b>Items to be done twice a week:</b>   |            |             |            |             |            |
|   |            |             |            |             |            |
| All offices training rooms and conference rooms. As Follows:                                    |            |             |            |             |            |
| <b>Offices and other rooms:<br/>dust, vacuum, windows as needed</b>                             | <b>MON</b> | <b>TUES</b> | <b>WED</b> | <b>THUR</b> | <b>FRI</b> |
| 102   |            |             |            |             |            |
| 104   |            |             |            |             |            |
| 106   |            |             |            |             |            |
| 107   |            |             |            |             |            |
| 108 (Conference Room)   |            |             |            |             |            |
| 111   |            |             |            |             |            |
| 113   |            |             |            |             |            |
| 115   |            |             |            |             |            |
| 117   |            |             |            |             |            |
| 118   |            |             |            |             |            |
| 121 (Training Room) & Breakout Room (Hall outside training)                                     |            |             |            |             |            |
| 140 (HR Conference Room)  |            |             |            |             |            |
| 141   |            |             |            |             |            |
| 142   |            |             |            |             |            |
| 143   |            |             |            |             |            |
| 144   |            |             |            |             |            |
|   |            |             |            |             |            |
| Sweep and Mop Upstairs training room hallway Sweep and Mop Garage Locker Room, Garage Breakroom |            |             |            |             |            |
| Wipe down gym equipment and lockers (including top)   |            |             |            |             |            |
|   |            |             |            |             |            |
|   |            |             |            |             |            |
|   |            |             |            |             |            |
| <b>Items to be done Monthly:</b>  |            |             |            |             |            |
|   |            |             |            |             |            |
| Windows in the common areas   |            |             |            |             |            |
| Clean/Dust/vacuum dead file room  |            |             |            |             |            |
| Clean/dust/vacuum library/studio  |            |             |            |             |            |
| Clean all baseboards  |            |             |            |             |            |



**Attachment 3 Approximate Requirements for Existing Buildings**

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| <b>DATES:</b>  |     |      |     |       |     |
|--|-----|------|-----|-------|-----|
| Afternoon Shift--Terminal                                      | MON | TUES | WED | THURS | FRI |
| Terminal <b>Restrooms:</b>                                     |     |      |     |       |     |
| Clean and stock all four downstairs bathrooms                  |     |      |     |       |     |
| Fill Toilet Paper (as needed)                                  |     |      |     |       |     |
| Fill Paper Towels (as needed))                                 |     |      |     |       |     |
| Remove Trash   |     |      |     |       |     |
| Terminal <b>Lobby:</b>   |     |      |     |       |     |
| Remove reception area trash                                    |     |      |     |       |     |
| Clean lobby area   |     |      |     |       |     |
| Sweep and Mop lobby floor                                      |     |      |     |       |     |
| <b>Exterior and Bus Shelter:</b>                               |     |      |     |       |     |
| Pick up trash along outside walkway                            |     |      |     |       |     |
| Pick up trash by smoking area (outside) remove cigarette trash |     |      |     |       |     |
| Empty trash cans by all shelters                               |     |      |     |       |     |
| <b>Driver and Receptionist Break Areas:</b>                    |     |      |     |       |     |
| Clean Countertops  |     |      |     |       |     |
| Clean Sinks  |     |      |     |       |     |
| Clean tables   |     |      |     |       |     |
| Put away clean dishes from dishwasher                          |     |      |     |       |     |
| Load Dishwasher  |     |      |     |       |     |
| Run Dishwasher as needed                                       |     |      |     |       |     |
| Empty Trash  |     |      |     |       |     |

| <b>DATES:</b>   |     |      |     |       |     |
|---|-----|------|-----|-------|-----|
| Bus and Garage Cleaning   | MON | TUES | WED | THURS | FRI |
| MLTA has 35 Vehicles between Minivans to 35' buses expect to clean 2 or 3 of them daily |     |      |     |       |     |
| Clean and sanitize inside and out, doors, windows, seats.                               |     |      |     |       |     |
| Vacuum or Mop, detailed cleaning  |     |      |     |       |     |
| Operates Riding or walk behind floor cleaning machine in the garage daily               |     |      |     |       |     |
| General cleaning in the garage as needed.   |     |      |     |       |     |

### **Attachment 3 – Approximate Requirements for the Existing Buildings**

The Authority encourages all serious bidders to schedule an appointment to see both parts of the facilities in order to have an accurate bid.

#### **Fixed Bid Portion:**

Terminal downstairs: Twice Daily Monday through Friday, except holidays.  
Please see the detailed checklist attached.

Administrative Facility @ DuPont Road: Once Daily Monday through Friday, except holidays.  
Please see the detailed checklist attached.

The bidder will provide all equipment, cleaning supplies, tools with the exception that Mountain Line will provide all replacement parts the facility repair as well as all supplies for dispensers such as paper towels, toilet paper, and the like.

The Cleaning contractor hours are expected during the above office hours.

The terminal routine cleaning hours are expected to start first thing in the morning preferably between 7:00 AM and 7:30 AM

The administrative offices should have a routine schedule about the same time every day. Preferably right after the terminal routine is completed.

The evening routine for the Terminal are expected to be early afternoon, preferably starting about 4 PM to 5 PM.

Please list your expected start times in your bid for the four routine schedules, which are terminal, offices, bus and garage floor and the second terminal cleaning.

The callouts for most things would be during office hours when that is feasible. Some callouts or projects may have to be done after hours.

## EXHIBIT 1

### GENERAL CONTRACT TERMS AND CONDITIONS

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#### **No Federal Government Obligations to Third Parties**

(1) The Transit Agency and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in 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 Transit Agency, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Vendor 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 Vendor 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 Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor 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 Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor 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 Vendor, to the extent the Federal Government deems appropriate.

(3) The Vendor 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.

#### **Exclusionary or Discriminatory Specifications**

The Vendor agrees that it will comply with the requirements of 49 U.S.C. §5325(h) by refraining from using any Federal assistance awarded by the Transit Agency to support procurements using exclusionary or discriminatory specifications.

#### **Geographic Restrictions**

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

#### **Access to Records**

The Vendor agrees to permit the Transit Agency, WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

#### **Disadvantaged Business Enterprise (DBE)**

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the Transit Agency deems appropriate.

## EXHIBIT 1 continued

### Civil Rights

In connection with the execution of this contract, the following requirements will apply:

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101, *et. seq.*, Americans With Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et. seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended, the GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, or national origin. In addition, the GRANTEE agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
  - 1) Race, Color, Religion, National Origin, Sex, Disability, Age, Sexual Orientation, Gender Identity or Status as a Parent. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the GRANTEE agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order Number 11246, "Equal Employment Opportunity", as amended by Executive Order Number 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 GRANTEE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. 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 or compensation; and selection for training, including apprenticeship. In addition, the GRANTEE agrees to comply with any implementing requirements FTA may issue.
- C. The GRANTEE 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.

### Energy Conservation

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

### Clean Air & Clean Water Requirements

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Vendor agrees to report each violation to the Transit Agency and understands and agrees that the Transit Agency, in turn, will report each violation to the WV Division of Public Transit who will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

### Application of Federal, State and Local Laws and Regulations

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

### Termination

#### (a) Termination for Convenience

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

(b) Termination for Default (Breach or Cause)

**EXHIBIT 1 continued**

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the Transit Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor 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 Transit Agency that the Vendor 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 Vendor, the Transit Agency, after setting up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure

The Transit Agency in its sole discretion may, in the case of a termination for breach or default, allow the Vendor 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 Vendor fails to remedy to Transit Agency's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from Transit Agency setting forth the nature of said breach or default, Transit Agency shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude Transit Agency from also pursuing all available remedies against Vendor and its sureties for said breach or default.

(d) Waiver of Remedies for Any Breach

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

**Bankruptcy**

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the Transit Agency may terminate this Contract for cause.

**FTA Role in Bid Protests**

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

1. Requirements for the Protester. The protester must:

- a. Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
  1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
  2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
  3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

b. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the Transit Agency's protest procedures to completion before appealing the Transit Agency's decision to FTA.

c. Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the Transit Agency's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the Transit Agency's failure to have or failure to comply with its protest procedures or failure to review the protest.

## EXHIBIT 1 continued

### **Prohibited Interest**

No employee, officer, board member, agent or their family members of the Transit Agency may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

### **Preference for Recycled Products**

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

### **Metric System**

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

### **Hold Harmless**

The Vendor agrees to protect, defend, indemnify and hold the Transit Agency, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

### **Licensing and Permits**

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

### **Compliance with Laws and Permits**

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the Transit Agency certificates of compliance with all such laws, orders, and regulations.

### **Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

### **Debarment and Suspension**

Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

The vendor agrees to, and assures that any other participant at any tier of the project will review the U.S. GSA's debarment and suspension information available at <https://www.sam.gov>, before entering into any other arrangement in connection with the project.

By signing and submitting its bid or proposal, the bidder certifies as follows:

## **EXHIBIT 1 continued**

The certification in this clause is a material representation of fact relied upon by the Transit Agency. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the Transit Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Prompt Payment**

The Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Transit Agency. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Transit Agency. This clause applies to both DBE and non-DBE subcontractors.

### **Federal Regulation Changes**

Vendor 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 Master Agreement (Form FTA MA(23) dated October 1, 2016) between the Transit Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

### **FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any Transit Agency requests which would cause Transit Agency to be in violation of the FTA terms and conditions.

**12/20/16**

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