



INVITATION TO BID

Citylink Bus Maintenance Facility Exterior Maintenance

Project No. ID-2016-012-00, 2014/2015 Tribal Transit Program

Bids will be received by the Citylink Public Transit System at the Citylink Bus Maintenance Facility, located at 420 12th Street, Plummer, ID or mailed to P.O. Box 236, Worley, ID 83876-0236, ATTN: "Alan Eirls" no later than 12:00 p.m. P.S.T., on July 30, 2018, for the above-referenced project.

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT CITYLINK TRANSPORTATION DIRECTOR, ALAN R. EIRLS AT (208) 769-2600, ext. 7291.

The right is reserved to reject all proposals, or to accept the bid proposal deemed best for Citylink.

Alan R. Eirls

Transportation Director

BID PROPOSAL

TO: Transportation Department
P.O. Box 236
Worley, ID 83876-0236

ATTN: Alan R. Eirls, Transportation Director

Company: _____

The undersigned, as bidder, declare that we have examined all of the contract documents and that we will contract with Citylink on the form of contract provided to do everything necessary to complete the work described as follows:

Project: Citylink Bus Maintenance Facility Exterior Maintenance
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If our proposal is accepted, we agree to sign the contract form provided by Citylink and to furnish the required evidences of insurance within ten (10) working days after receiving written notice of the award of contract.

We further agree, if our proposal is accepted and a contract for performance of work is entered into with Citylink, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that Citylink reserves the right to reject any or all bids and to determine which proposal is, in the judgment of Citylink, the lowest responsible bid of a bidder or group of bidders and which proposal, if any, should be accepted in the best interests of Citylink and that Citylink also reserves the right to waive any informalities in any proposal or bid.

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

We propose to perform the work for the following prices or bid:

Citylink Bus Maintenance Facility Exterior Maintenance

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UNIT PRICE BID				
ITEM NO.	BID ITEM*	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Weekly Mowing (22 Weeks Annually)	1		
2	Fertilization (2 Times Annually)	1		
3	Weeding (2 Times Annually)	1		
4	Sprinkler Turn On, Blowout & Repairs (once each year)	1		
5	Pruning of Shrubs (Once Annually)	1		
			Total	\$

**Please note the services referenced above will be performed throughout the period of two years from award of contract. Please understand that a 2018 contract period may mean a reduced period of performance due to the time frame of this proposal and subsequent work involved. Citylink is an entity of the Coeur d' Alene Tribe and is a tax-exempt entity.*

BID PROPOSAL SIGNATURE SHEET

Project Name: Citylink Bus Maintenance Facility Exterior Maintenance

Project No. ID-2016-012-00, 2014/2015 Tribal Transit Program

BIDDER _____

NAME: _____

ADDRESS: _____

CITY: _____ COUNTY: _____ STATE: _____

ZIP CODE _____

TELEPHONE NO: () _____ FAX NO: () _____

TAX IDENTIFICATION NO. _____

Bidder(s) affirms that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

BID SUBMITTED FOR BIDDER BY:

Signature Title Date

NOTES:

- (1) If the bidder is a copartnership, so state, giving the firm name under which business is transacted.
- (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officers.
- (3) Documents required at bid time:
 - (a) Signed Line Item Bid Proposal
 - (b) Qualification of Bidder form

QUALIFICATION OF BIDDER

Project Name: Citylink Bus Maintenance Facility Exterior Maintenance

Project No. ID-2016-012-00, 2014/2015 Tribal Transit Program

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

The last three projects completed or substantially completed by our company involving similar work are as follows:

1. Project Name: _____

Dollar amount of Contract: ____ \$ _____

Owner: _____

Owner's Representative _____ Phone _____

2. Project Name: _____

Dollar amount of Contract: ____ \$ _____

Owner: _____

Owner's Representative _____ Phone _____

3. Project Name: _____

Dollar amount of Contract: ____ \$ _____

Owner: _____

Owner's Representative _____ Phone _____

Company _____

Title of Person completing this form _____

Signature _____ Date _____ Phone _____

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE.

INSURANCE COVERAGE QUESTIONNAIRE

Are the following coverage or conditions in effect? Circle one: Yes No

Are the following coverage or conditions in effect?	Yes	No
The policy is written on ISO Commercial General Liability form CG 00 01 and provides coverage of liability arising from premises, operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract.		
The Tribe named as an additional insured using ISO Additional Insured Endorsement CG 20 10 10 01 or equivalent		
30 days written notice of cancellation to the Tribe		

FOR: _____

(Name of Insured)

Please provide a copy of the company's general liability policy with the return of this bid package.

Project Name/Number:

Project Owner: Citylink

Deductibles: GL \$ _____ AL \$ _____ Excess \$ _____

Insurers' Best Rating(s): GL \$ _____ AL \$ _____ Excess \$ _____

*Excess only applicable on contracts in excess of \$500,000

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency or Brokerage

Completed by (type or print)

Address

Completed by (signature)

Name of Person to be Contacted

Telephone Number

COEUR D'ALENE TRIBE

Contract for Services Related to: "Citylink Exterior Maintenance"

This ("Contract") is entered into between Citylink, 420 12th Street, Plummer, ID, 83851, ("Citylink"),
and _____ ("Contractor").

TERMS:

Contractor agrees to perform such professional services as are set forth in this Contract, and the Tribe agrees to pay the Contractor such amount as specified in this Contract, all contingent upon the following terms and conditions:

1. Scope of Services

The Contractor will perform exterior maintenance for the Citylink Bus Maintenance Facility that consists of:

- Mowing the Citylink property on a weekly basis to consist of approximately 22 weeks annually worth of mowing.
- Fertilization of the Citylink property lawn, approximately on two separate occasions annually.
- Blowing out the sprinkler system once a year; turning it back on and making necessary repairs once a year.
- Pruning of the shrubs on the Citylink property approximately once a year.

2. Deliverables

Contractor shall perform the scope of services described in this Contract and as also in accordance with the Contractor's bid received.

3. Term

This Contract shall commence upon its signing by the authorized representatives of both parties beginning _____, 2018 and shall terminate by October 30, 2020. Contractor billing must be delivered monthly to Citylink on or before the 15th of each month. In the case of services performed in 2018, services shall commence on _____, 2018 and expectations for services listed in the above BID PROPOSAL Citylink Bus Maintenance Facility Exterior Maintenance Project No. ID-2016-012-00, 2014/2015 Tribal Transit Program UNIT PRICE BID, need to be considered and amended. This contract is a two year contract. The term may be extended upon the signed agreement of the parties. Citylink is under no obligation to extend the completion date, but may do so if, in the opinion of the Citylink Manager, an extension is warranted. Before the contract expires both parties may renew the contract for another 2 years at the current price points. At that point an amended contract will be developed extending the contract timeline. Either party may terminate this agreement by giving the other party 10 days written notice.

4. Payment

- The total amount to be paid under this Contract, contingent upon Citylink's acceptance of the Contractor's work, is \$_____.
- Anticipated payment schedule shall be monthly based on services rendered as agreed upon by both parties.
- Funds for performance of this contract shall be allocated from Citylink 2014-2015 Tribal Transit grant funds.

5. Administrative Provisions

- Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act.
- The Contractor shall perform with its own employees and equipment at least 33.3 percent of the total amount of work included in the contract.
- Contractor shall comply with all applicable environmental laws and EPA regulations including Executive Order 11738.

- Contractor understands and acknowledges that this project is funded by the Federal Transit Administration. Contractor shall comply with applicable Federal guidelines and regulations outlined in the United States of America Department of Transportation Federal Transit Administration (FTA) Master Agreement, applicable rules and regulations listed in 49 USC 53 as amended by the FAST ACT, and FTA's requirements under the National Environmental Policy Act (NEPA). The Contractor further acknowledges that Citylink is responsible for identifying and ensuring compliance with Federal Laws, regulations and Executive Orders.
- Prior to receiving any partial progress payments, the Contractor shall sign a "Release of Claims" document that ensures all subcontractors, material providers and laborers will be paid for work completed.
- The Contractor acknowledges and states that it has never been and is currently not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. Insurance

- The Contractor is required to keep in force, at Contractor's expense, general liability, motor vehicle, and worker's compensation insurance during the work period of this contract. Motor vehicle coverage shall be no less than one million dollars combined single limit and aggregate for bodily injury and property damage. Contractor shall provide comprehensive commercial general liability coverage in an amount not less than one million dollars per occurrence and two million dollars in the aggregate, naming Citylink as an additional insured, and which does not exclude the type of work performed by Contractor under this Contract. Obtaining appropriate endorsement for this particular project to any umbrella policy of liability insurance Contractor maintains may satisfy this requirement.
- Contractor shall deliver a certificate of insurance to Citylink prior to execution of this Contract, and Contractor shall deliver full policy documents in electronic form (pdf) to Citylink within ten (10) working days of execution of this Contract.

7. Independent Contractor

Both parties agree that Contractor will act as an independent contractor in the performance of its duties under this contract. Contractor shall be responsible for payment of all applicable taxes including federal, state and local taxes arising from its activities under this contract. Citylink will provide a Form 1099 at the end of the calendar year. Contractor is also responsible for obtaining all necessary federal or local permits in order to perform such work.

8. Contractor's Use of the Premises

- Confine operations at the site to areas permitted by laws, ordinances, permits, contract documents, and Citylink requirements.
- Do not unreasonably encumber job site with materials or equipment. Use specified areas for storage and equipment.
- Assume full responsibility for protection and safekeeping of products stored on premises. Protect materials against dispersion by wind forces.
- Move any stored products that interfere with operations of Citylink.
- Obtain and pay for use of additional storage or work areas needed for operations.
- Maintain good housekeeping at all times around site and around the site structures.

9. Use of Site

Comply with Citylink's requirements for access and egress procedures, identification of workers, and such other rules and procedures as Citylink may establish from time to time for the safety and security of the entire property, job site, and the project.

10. Tribe's Right to Access for Observation

- Citylink reserves the right of access to any part of the work, at any time, for the purpose of observation. The contractor shall cooperate with Citylink during Citylink's access for observation of the work.
- Citylink shall have the right to inspect the material and workmanship of all items concerned with this project and shall have free access at all times to inspect any part of the work. In addition, the owner may have full-time inspection.

11. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Citylink and their guests, agents, employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from the performance of the Contractor's duties pursuant to this Contract, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor may be liable, regardless of whether or not such act or omission is in part that of a party indemnified hereunder.

12. Assignment and delegation, subcontracting

- The Contractor may not assign the rights nor delegate the duties described under this Contract, nor subcontract any part of the work to be performed pursuant to this Contract without Citylink's written approval. Citylink may attach any reasonable conditions or limitations to the employment of any subcontractor.
- The Contractor shall provide a list of all employees and subcontractors and subcontractor's employees that will be used during the fulfillment of exterior maintenance operations within this project prior to commencement of work at the site.

13. Forum

The forum for any dispute concerning this contract shall be the Coeur d'Alene Tribal Court. This contract shall be construed in accordance with the contract laws of the Coeur d'Alene Tribe as applicable. In the absence of such laws, the laws of the State of Idaho may be utilized as guidelines by the trier of fact.

14. Sovereign Immunity

Nothing in this Contract shall be construed as a waiver or diminishment of the Coeur d'Alene Tribe's inherent sovereign immunity.

15. Warranties

Contractor warrants that all Contractor and Contractor's employees and subcontractors will be properly certified to perform the work described herein, and that all laws, licenses and other requirements to perform said work will be complied with by Contractor. Contractor agrees to warrant any material improvements and remedy any activities/work without cost to Citylink for a period of each year of the contract period.

16. Entire Agreement; Order of Precedence; Modification

This Contract shall constitute the entire understanding between the parties with respect to the subject matter herein. In the case of any discrepancies or ambiguities which may occur between this Contract and any supporting documents, the terms of this Contract shall prevail. This Contract may not be amended except by an agreement signed by the authorized representatives of Citylink and the Contractor.

IN WITNESS WHEREOF, the parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

CITYLINK

CONTRACTOR

Alan Eirls, Director

Date

Authorized Signature

Date