

**CITY OF BOISE
POLICE DEPARTMENT
FORMAL BID/PROPOSAL WITH CONTRACT**



**FB 17-390
Police Dry Cleaning and Laundry Services**

Addenda

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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Invitation

July 26, 2017

Bids/Proposals will be prepared per the specifications detailed within the Request for Bid/Proposal document. Bid/proposal packets are available at no charge with registration through DemandStar (link provided at www.cityofboise.org/purchasing) or a CD copy can be picked up at the Purchasing Office of the City of Boise, 150 North Capitol Blvd., Boise, Idaho.

The scope of the item being sought to purchase is:

Laundry and Dry Cleaning Services for the Boise Police Department. This will be an annual contract with the option of four (4) renewals.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

Important Dates:	Date/Local Time
“Equal or Equivalent ” Requests Due	August 9, 2017 by close of business
Questions & Clarification Due	August 9, 2017 by close of business
Bids/Proposals Due	August 16, 2017 @ 10:00 am local time

Bids/Proposals will be received at the Department of Finance and Administration, Purchasing Office located at 150 N. Capitol Blvd., Boise, Idaho, 83702

The City appreciates your interest in meeting the needs of the citizens of Boise.

CITY OF BOISE, IDAHO

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BID/PROPOSAL INSTRUCTIONS AND INFORMATION

- The submission package or envelope **SHOULD BE SEALED** and **PLAINLY MARKED** with the following:

Boise City Purchasing Office
150 N Capitol Blvd
Boise, ID 83702
FB 17-390 Police Dry Cleaning and Laundry Services
- **Submit Bids/Proposals to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.**
- The Owner is the City of Boise.
- **ALL BIDS/PROPOSALS MUST BE SIGNED.**
- If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid/Proposal. Where Bid/Proposal formats are requested, Bidder is to comply with all specifications.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

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1.0 GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

The scope of the item being sought to purchase is:

Professional Dry Cleaning and Laundry Services from an experienced provider for the Boise Police Department

1.1 Intent of Bid/Proposal

It is the intent of this Request for Bids/Proposals to define requirements in sufficient detail to secure comparable Bids/Proposals. Bids/Proposals shall be in accordance with Bid/Proposal document requirements. Bids/Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

1.2 Bid/Proposal Costs

The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid/proposal. All materials and documents submitted in response to this bid/proposal become the property of the City and will not be returned.

1.3 Reserved Rights

The City of Boise reserves the right to accept or reject Bids/Proposals.

1.4 Public Records

The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you **must**:

- a. Indicate by marking **each page** of the pertinent document confidential; and,
- b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and **will not be honored**:

- a. Marking your entire Bid or Proposal as exempt; or,
- b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

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The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Act, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City’s refusal to disclose any such material. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel – **Prior to submission.**

1.5 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor’s Bid/Proposal pricing.

1.6 Request for Clarification, Protest of Bid/Proposal Requirements, Standards, Specifications, or Process

Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Bid/Proposal may submit a written notification to the Purchasing Office to be received no later than:

Item	Due
Equal or Equivalent , Questions and Clarifications	August 9, 2017 by close of business
Bid/Proposal Specification Protest request:	Should be submitted no later than three (3) working days prior to bid/proposal opening date, noon local time

The notification will state the exact nature of the clarification or protest and describe the location of the protested portion or clause in the Bid/Proposal document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Office may deny the protest, modify the Bid/Proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Bidder.

Written requests are to be directed to:

Missy Grothaus
City of Boise Purchasing
150 N. Capitol Blvd
Boise ID 83702
Fax: 208-384-3995
MGrothaus@cityofboise.org

1.7 Addenda

If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing through DemandStar, by either fax or e-mail. Verbal modifications are not binding on the City or the Bidder. No oral changes will be considered or acknowledged. Bidders are requested to acknowledge each addendum received in their Bid/Proposal Response.

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1.8 Modification and Withdrawal of Bid/Proposal

A Bid/Proposal may be modified or withdrawn by the Bidder prior to the set date and time for the opening of Bids/Proposals. Bids/Proposals may not be modified or withdrawn after the Bid/Proposal opening.

1.9 Bid/Proposal and Price Guarantee

It is desired that the submitted Bid remain in effect for a minimum of 90 days, along with all Bid pricing. If this is not accepted, Bidder is to so indicate.

1.10 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit a Bid/Proposal. Women owned and minority owned firms are encouraged to submit a Bid/Proposal. The City actively encourages any Bids/Proposals by D.B.E. firms for goods and services for the City.

1.11 Evaluation of Bidder

Award will be whichever is determined to be in the best interest of the City. The award may be on the lowest cost to the City.

1.12 Award Criteria

Criteria will include pricing for options that best suit the needs of Boise and compliance with the specifications.

1.13 Lowest Responsive Bidder

All contracts or award of Bids/Proposals shall be awarded to the lowest responsible and responsive bidder, with all costs to the City considered, provided that the City Council may award contracts to the bidder or offeror it determines appropriate, including local preference.

1.14 Idaho's Reciprocal Preference Law

To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code § 67-2349.

Reciprocal Preference Information:

<http://www.oregon.gov/das/Procurement/Pages/Recippref.aspx>

1.15 Significant Local Economic Presence

City Council may exercise a preference for a proposer with a significant local and Idaho economic presence even if such proposer is not the selection committee's highest ranked proposer. To qualify as a bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid/proposal opening.

- **Metropolitan Impact Area:** Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.16 Protest of Contractor Selection or Contract Award

A participating bidder may object to the contract award by responding in writing to the City's notice of intent to award the contract within seven (7) calendar days after transmittal of the Notice of Intent to Award letter. The responsive protest must set forth in specific terms the alleged reason the Contractor selection or contract award is erroneous. The protest must be submitted in writing. Any protest addressed to the Mayor or City Council will be referred to the

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City Purchasing Agent.

- Only persons who submitted a bid/proposal are allowed to protest the award.
- Protest must be in writing and received within seven (7) days of Intent to Award Letter posting.
- Purchasing will address the protest with input from Project Manager if necessary.
- After receipt of protest response bidder has three (3) working days (Monday – Friday) to protest to the City Council by submitting a protest of the decision to the City Clerk. City Clerk will then schedule the bidder for Council.
- If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the City Council and then the Federal Grant Provider.
- Award protests are only allowed on formal level Bid/RFP's. There is no protest period for the semiformal or informal Bid/RFP process.

Written protests are to be directed to:

Colin Millar
150 N. Capitol Blvd, Boise, ID 83702
Fax 208.384.3995
cmillar@cityofboise.org

1.17 Payments and Billings

The Awarded Bidder will submit all invoices to:

City of Boise
Police Department
InvoiceSubmitPolice@cityofboise.org
Attn: Kelly Shea

Payments are processed weekly. The awarded Bidder can expect issue and mail of payment within 45 days after receipt of invoice.

1.18 Stop Work Order

Any “Stop Work Order” given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or his assigns.

1.19 Delivery of Equipment:

Prices shall include pick-up and delivery only as requested in this bid specification.
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The City of Boise reserves the right to reject any and all Bids/Proposals, to waive any irregularities in the Bids/Proposals received, to award on an "each item" basis (however, the Bidder may indicate "all or none"), and to accept the Bid/Proposal deemed most advantageous to the interest of the citizens of Boise.

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Police Department Specification

Authorization and Tracking Process

The Boise City Police Department will notify the Cleaners of number of unit credits for each officer.

The unit credits are used at the officer's discretion and can clean any combination of the items with their cleaning credits. The unit credits are issued annually at the beginning of the fiscal year. The unit credits will be tracked electronically by the vendor for the fiscal year (October 1 through September 30). The vendor will be responsible for providing the Boise City Police Department with the number of electronic units used by each officer during the fiscal year for tax accounting purposes. This accounting figure is due to the Department by October 5 of each year. Any credit balance on an officer's account may be carried to the next fiscal year.

The vendors are expected to provide a cost for unit items on Schedule I on an equal basis. All proposal items listed as unit items are to be equal in cleaning costs.

Service Terms

Clothes delivered for cleaning (excluding other services such as mending, scotch guarding, etc.) by 12:00 p.m. must be completed and available for pickup by 5:00 p.m. on the next normal working day. The vendor must be open for business during the normal work week, Monday through Friday and a minimum of four hours on Saturday. Clothing items that are damaged during the dry cleaning process (i.e. zippers burned during ironing, or buttons lost during cleaning) must be repaired or replaced at the vendor's expense. Vendor must provide a phone number and have staff available to answer telephone inquiries from the City, during all business hours.

Record Keeping

The vendor will provide each officer with a dated and itemized receipt of clothes left to be cleaned. An electronic statement submitted by the vendor for payment will be sent to InvoiceSubmitPolice@cityofboise.org, with a semi-monthly or monthly billing. Questions regarding the billing of units should be directed to Kelly Shea at (208) 972-8036.

All work not specifically mentioned which is necessary in order to provide the Services will be included in the bids and will conform in quality and workmanship to what is provided the service trade in general.

Type of Clothing to Be Cleaned

All **dry cleaned** clothing will be cleaned by a commercially accepted standard (steam and vacuum) hard press, placed on hangers, and covered with a protective covering. All uniform shirts require a military crease.

All **laundered** clothing will be washed, pressed using automated mechanical pressing equipment (items are **not** to be hand ironed unless touch ups are required), commercially applied starch if requested by the employee, placed on hangers and covered with a protective covering. At employee's request, laundered items are to be folded. Damaged or missing buttons on standard

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business style shirts are to be replaced free of charge.

Both types of cleaning services need to be available from the vendor that is awarded the proposal. Vendors may elect to “subcontract” a portion of the cleaning, but City employees must be able to drop off and pick up clothing at the same location.

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Equal or Equivalent Requests

These specifications are given as guidelines. Vendors are encouraged to propose equals or equivalents that meet or exceed the quality, performance and use of the brand, model or specification in this Bid. It is not the intention of the specifications to restrict the competitive bid process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this Bid.

The City of Boise reserves the right to contact the Bidder for a clarification of any deviation from the specifications. Failure to submit an Equal or Equivalent Request Form for an apparent deviation from a specification may lead to the rejection of the entire bid by the City.

The burden of proof is on the requestor; make sure that you supply complete information for the City to evaluate your request. The determination of what is an acceptable equal or equivalent rests entirely with Boise City. Please include marketing brochures of the proposed equals or equivalents.

Equal or equivalent requests may be received prior to the bid opening:

It is highly recommended that the Bidder submit the Equal or Equivalent Request Form prior to the time and date set for the bid opening. Forms submitted prior to the bid opening must be received in the Purchasing office **by August 9, 2017**.

The City will review the request and respond to the Bidder prior to bid opening regarding its acceptance or rejection of the equal or equivalent request.

Equal or equivalent requests received with the bid or proposal:

The City will review the equal or equivalent request of the apparent low Bidder and respond to the Bidder regarding its acceptance or rejection of the request.

If the equal or equivalent request is included with the bid, the Bidder assumes the risk of the request being unacceptable to the City, at which point the bid will be rejected and deemed non-responsive.

Equal or equivalent request forms will not be accepted after the time and date set forth for the opening of this bid.

Please include marketing materials.

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EQUAL OR EQUIVALENT REQUEST FORM

TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: **FB 17-390 Police Dry Cleaning and Laundry Services.** We hereby submit for your consideration the following product instead of the specified item for the above project:

Specification#	Proposed Equal or Equivalent Product

Attach complete technical data, including laboratory tests (if applicable).

Differences between Equal or Equivalent requested and specified item:

What effect does Equal or Equivalent requested have on the use of the product?

Bidder guarantees that proposed and specified items are (check one):

- Same
- Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company: _____
 Address (City, State, Zip) _____
 Phone: _____
 E-Mail _____
 Submitted by: _____ (Please Print)
 Signature: _____

.....**City of Boise to complete:**.....

Accepted	<input type="checkbox"/>	
Not Accepted	<input type="checkbox"/>	
Accepted as noted	<input type="checkbox"/>	
Received too late	<input type="checkbox"/>	By: _____

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Return in Sealed Envelope
BID PROPOSAL SIGNATURE PAGE

Name of Business	
	Please print or type
Address	
City, State, Zip Code	
Phone#	
E-Mail Address	
Signature	X
Printed Name	
Title	
E-Mail	
Date	

Significant Local Economic Presence: Yes: No

(Misstatement of local presence may result in disqualification of the bid/proposal by the City Council). Provide local address if different than mailing address.

Bidder Acknowledges Receipt of the Following Addenda:

- | | |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Addenda #1 | <input type="checkbox"/> Addenda #4 |
| <input type="checkbox"/> Addenda #2 | <input type="checkbox"/> Addenda #5 |
| <input type="checkbox"/> Addenda #3 | <input type="checkbox"/> Addenda #6 |

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City.

Price Guarantee

Number of days price will be guaranteed:	
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(Request minimum of 90 days)

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Return in Sealed Envelope
Police Requirements

All quantities provided are estimates only for bid comparisons. Actual quantities will be on an as needed basis only

BID SCHEDULE

Laundry Item	Unit Cost	Est. Qty	Total
Shirt/blouse, Uniform	\$	6500	\$
Pants, Uniform	\$	8400	\$
Shirt , Golf Style Pull Over	\$	2200	\$
Tie	\$	100	\$
Jacket, Windbreaker	\$	200	\$
Jacket, Waist length	\$	350	\$
Suit, 2 piece with straight skirt	\$	50	\$
Suit, Court/Detective, 2 piece with pants	\$	350	\$
Dress	\$	100	\$
Vest	\$	250	\$
Sports Coat	\$	500	\$
Slacks	\$	350	\$
Shirt (executive)	\$	350	\$
Camouflage, tops	\$	1000	\$
Camouflage, pants	\$	1000	\$
Skirt	\$	500	\$
Up-charge for silk, rayon, pleats, lace & other appliques (does NOT apply to uniform items)	\$	200	\$
Total Bid			\$

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DELIVERY INFORMATION

List any risks associated with the on-time delivery of this project.

Company History as it pertains to your ability to perform the specified project (attach additional information if necessary).

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REFERENCES

Bidder must provide at least three (3) current professional references from different firms/organizations for which this type of product/service has been provided. References must be able to verify Service Provider’s experience to comply with the requirements of this bid/proposal. Failure to provide references with similar scope/product, successfully delivered may be grounds for disqualification.

Reference 1

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 2

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

Reference 3

Organization Name	
Contact Name	
Contact Title/Role	
Contact Phone Number	

List any product(s) previously supplied to the City of Boise delivered within the past 3 years.

Project	Department	Contact

GOODS/EQUIPMENT CONTRACT AGREEMENT

PURCHASING CONTRACT NUMBER FB 17-390

Project: **Police Dry Cleaning and Laundry Services**

Vendor: **Vendor's Name**

Owner: **Department Name**, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this _____ day of _____, 2____, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and **Vendor's Name**, hereinafter referred to as "Vendor", a corporation organized under the laws of the State of Idaho.

1. Statement of Work: The Vendor shall furnish labor, material and equipment for, and perform the work described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	
Contract Agreement	Workers' Compensation
Specifications	Liability Insurance
Acknowledgements	Automobile Insurance

2. Amount of Contract: In an amount Not to Exceed: \$ **Dollar Amount**.

3. Indemnification and Insurance: Vendor shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Vendor, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Vendor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Owner shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits, herein provided, Vendor covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide Owner with a Certificate of Insurance, or other proof of insurance evidencing Vendor's compliance with the requirements of this paragraph and file such proof of insurance with the Owner. In the event the insurance minimums are changed, Vendor shall immediately submit proof of compliance with the changed limits.

Vendor shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If vendor has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Vendor shall require the subContractor provide Workers Compensation Insurance for himself and any/all the latter's employees. Proof of insurance must be provided to Owner prior to the start of work.

Proof of all insurance shall be submitted to City of Boise, Purchasing, P.O. Box 500, Boise, ID. 83701.

4. Independent Vendor: In all matters pertaining to this agreement, Vendor shall be acting as an independent contractor, and neither Vendor, nor any officer, employee or agent of Vendor will be deemed an employee of City. The selection and designation of the personnel of the Owner in the performance of this agreement shall be made by the Owner.

5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Vendor according to the attached bid specification. Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Purchasing/Council approval.

6. Method of Payment: Vendor will invoice the Department Name directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty five (45) days after receipt.

7. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Boise
Police Department
333 N Mark Stall Place
Boise, Idaho 83704

Vendor Name
Vendor's Address
(City), (State) (Zip Code)

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

9. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

10. Force Majeure: Any delays in or failure of performance by Vendor shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Vendor, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Vendor. In the event that any event of force majeure as herein defined occurs, Vendor shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

11. Assignment: It is expressly agreed and understood by the parties hereto, that Vendor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Owner.

12. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

Further, if this is a Department of Transportation assisted contract, the Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of the contract. It is the Contractor's responsibility to ensure that all sub-contractors are in compliance with these requirements as well. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

13. Reports and Information: At such times and in such forms as the Owner may require, there shall be furnished to the Owner such statements, records, reports, data and information as the Owner may request pertaining to matters covered by this Agreement.

14. Audits and Inspections: At any time during normal business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination all of Vendor's records with respect to all matters covered by this Agreement. Vendor shall permit the Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Compliance with Laws: In performing the scope of services required hereunder, Vendor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

16. Changes: The Owner may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in Vendor's compensation, which are mutually agreed upon by and between the Owner and the vendor, shall be incorporated in written amendments to this Agreement.

17. Termination for Cause: If, through any cause, the vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the vendor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this agreement is terminated for cause the vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the vendor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Agreement by the vendor, and the Owner may withhold any payments to the vendor for the purposes of set-off until such time as the exact amount of damages due the Owner from the vendor is determined. This provision shall survive the termination of this agreement and shall not relieve the vendor of its liability to the Owner for damages, provided that the amount of such damages shall not exceed the total compensation provided for in section two of this agreement.

18. Termination for Convenience of City: The Owner may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Vendor. If the Agreement is terminated by the Owner as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Vendor, Section 17 hereof relative to termination shall apply.

19. Vendor to Pay or Secure Taxes: The Vendor in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Vendor's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the vendor hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Vendor is liable.

20. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Owner may terminate this agreement upon 30 (thirty) days notice.
22. Term: This agreement shall not be valid for more than (**Insert Date**) from the date of approval by the Owner.
23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
24. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.
25. Approval Required. This Agreement shall not become effective or binding until approved by the City of Boise.
26. Acceptance and Final Payment: Upon receipt of notice that the material and/or equipment is ready for final acceptance and inspection, the Owner's representative will make such inspection and when he finds the work acceptable and the contract fully performed he will have the Vendor issue a final payment request.

END OF AGREEMENT

FB 17-390

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)

Signature Date

Print Name

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On this _____ day of _____ 20____, before me personally appeared _____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is _____ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

(notary signature)

(SEAL)

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

CONTRACT AMOUNT:
\$(Insert Dollar Amount)

City Clerk Date

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the above signed, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

(Contractor Name)

(Address)

(City and State)

(Signature)

Subscribed and sworn to before me the _____ day of _____, 20____.

(Notary Republic)

(City and State)

Commission Expires: _____