

INVITATION FOR BIDS (IFB) 2-2194

MOBILE CONTAINER LEASE



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key IFB Dates

Issue Date:	February 1, 2022
Question Submittal Date:	February 9, 2022
Bid Submittal Date:	February 22, 2022

**U.S Department of Transportation
FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT**

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BID DOCUMENT SUBMISSION CHECKLIST

IFB NO. 2-2194

PROJECT TITLE: MOBILE CONTAINER LEASE

The Orange County Transportation Authority has prepared this checklist as a reminder of the documents required to be submitted with the bid. These documents must be complete and fully executed, as required in the bid documents in order to render the bid responsive.

THE FOLLOWING CHECKED DOCUMENTS MUST BE SUBMITTED WITH THE BID:

General IFB Forms:

	Bid Form – Two (2) Pages (Exhibit A) <i>All addenda must be acknowledged, signed, dated</i>
	Information Required of Bidder (Exhibit B) <i>Provide all information, signed</i>
	Status of Past and Present Contracts Form (Exhibit D) <i>Signed, dated</i>
	List of Subcontractors (Exhibit F) <i>License Number- address/ name should match that associated with License # on CSLB website, DIR Registration Number, Description of work (one subcontractor for each portion), Dollar amount and Bidders name at bottom of form</i>
	Iran Contracting Act Certification Applicable (Bids over \$1,000,000 only) (Exhibit G) <i>Signed, dated, (select one option only)</i>
	Non-Collusion Declaration Form (Exhibit H) <i>Signed, dated</i>

Federal Forms:

	Certification of Restrictions on Lobbying (bids over \$100,000) (Exhibit E) <i>Signed, dated</i>
	Disclosure of Lobbying Activities (Exhibit E) <i>Check box at top of the form if no reportable activities and complete Section 16 (signature, date, name, title and telephone number)</i>
	Disclosure of Lobbying Activities Continuation Sheet (Exhibit E) <i>Use if additional space is required to complete information</i>

Signature on this Bid Document Submission Checklist is affirmation that items marked above are hereby submitted with the bid. I understand that failure to complete and/or submit any of the required documents may deem my bid non-responsive.

Authorized Signature

Print Name and Title

Firm Name

Date

THE FOLLOWING DOCUMENTS ARE PART OF THE BID AND DUE NO LATER THAN 4:00 PM ON THE 2ND BUSINESS DAY AFTER THE BID DUE DATE.

	Race-Neutral DBE Participation Commitment Form (Exhibit C-1) <i>Information required for all DBE subcontractors (no minimum dollar threshold), signed, dated</i>
	Bidders List (Exhibit C-2) <i>List all firms, DBE and non-DBE, that bid or were solicited for quotes</i>



February 1, 2022

**SUBJECT: NOTICE OF INVITATION FOR BIDS
(IFB) 2-2194: "MOBILE CONTAINER LEASE"**

TO: ALL BIDDERS

**FROM: CONTRACTS ADMINISTRATION AND MATERIALS
MANAGEMENT DEPARTMENT**

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide a mobile container lease.

The budget for this project is \$70,000.

Although the Authority has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this procurement, all Bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on all Authority's Department of Transportation (DOT)-assisted contracts and subcontracts as set forth in Part 26, Title 49 CFR.

Bids must be received in the Authority's office at or before 11:00 a.m. on February 22, 2022.

Bidders are advised that due to current health concerns, bid openings will be held via teleconference instead of in-person. Bidders delivering bids at the Authority's office will be able to call in and listen to the public bid opening via teleconference at the following call-in number:

(916) 550-9867

Conference ID: 247644931#

[Click here to join the meeting](#)

Callers are requested to dial in and mute the call.

Bids delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Tracey Hunter, Buyer**

Bids delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Tracey Hunter, Buyer**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. Box listed above. Bids are considered received once time stamped at the Authority's physical address.

Bids and amendments received after the date and time specified above will be returned to the Bidders unopened.

Bidders interested in obtaining a copy of this IFB may do so by downloading the IFB from CAMM NET at <https://cammnet.octa.net>.

Bidders interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this IFB, Bidders and sub-contractors must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Rental & Lease

Commodity:
Equipment Rental or Lease

Bidders are encouraged to subcontract with small businesses to the maximum extent possible.

All Bidders will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the agreement including the project specifications.

SECTION I: INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS**A. EXAMINATION OF IFB DOCUMENTS**

By submitting a bid, Bidder represents that it has thoroughly examined and become familiar with the work required under this IFB and that it is capable of performing quality work to achieve the Authority's objectives.

B. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. Bidders shall acknowledge receipt of addenda in their bids. Failure to acknowledge receipt of Addenda may cause the bid to be deemed non-responsive to this IFB and be rejected.

C. AUTHORITY CONTACT

All questions and/or contacts with Authority staff regarding this IFB are to be directed to the following:

Tracey Hunter, Buyer
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5492, Fax: 714.560.5792
Email: thunter@octa.net

Commencing on the date of the issuance of this IFB and continuing until award of the contract or cancellation of this IFB, no Bidder, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this IFB with any Authority's staff; member of the evaluation committee for this IFB; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this IFB. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Bidder, subcontractor, lobbyist or agent hired by the Bidder that engages in such prohibited communications may result in disqualification of the Bidder at the sole discretion of the Authority.

D. CLARIFICATIONS**1. EXAMINATION OF DOCUMENTS**

Should a Bidder find discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, the Bidder shall notify the Authority in writing in accordance with Section - D.3 below. Should it be found that the point in question is not clearly and fully set forth, a written addendum clarifying the matter will be sent to all firms registered on CAMM NET under the commodity codes specified in the IFB.

2. PREFERENCE FOR MATERIALS

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth below.

3. SUBMITTING REQUESTS

- a. All questions, clarifications, requests for approved equals, or comments must be put in writing and must be received and received via email at thunter@octa.net no later than 5:00 p.m., on February 9, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions IFB 2-2194". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the Bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be the sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.
- d. The following method of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above: thunter@octa.net

4. AUTHORITY RESPONSES

Responses from the Authority will be posted on CAMM NET, no later than February 10, 2022. Bidders may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, Bidders and their subcontractors must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Commodity:

Rental & Lease

Equipment Rental or Lease

Inquiries received after 5:00 p.m. on, February 9, 2022, will not receive a response.

E. BRAND NAMES

It should be understood that specifying a brand name, components, and/or equipment in this IFB shall not relieve the Bidder from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The Bidder is responsible for notifying the Authority of any inappropriate brand name, component, and/or equipment substitute for consideration by the Authority.

Brand names and model number, when used, are for the purpose of identifying a standard of requirement and are not to be construed as restricting the procurement to those brand names and model numbers called out. Refer to above Paragraph D.2.

F. SUBMISSION OF BIDS

1. DATE AND TIME

Bids must be received in the Authority's office at or before 11:00 a.m. on February 22, 2022.

Bids received after the above-specified date and time will be returned to Bidders unopened.

Bids will be publicly opened at 11:00 a.m. on February 17, 2022. Bidders may call (916) 550-9867 and enter Conference ID 247644931 # to hear the preliminary bid results.

Callers are requested to dial in and mute the call.

2. ADDRESS

Bids delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Tracey Hunter, Buyer**

or bids delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Tracey Hunter, Buyer**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. Box listed above. Bids are considered received once time stamped at the Authority's physical address.

3. IDENTIFICATION OF BIDS

Bidder shall submit its bid in a sealed package, addressed as shown above, bearing the Bidder's name and address and clearly marked as follows:

"IFB No. 2-2194 Mobile Container Lease"

Bidder shall be entirely responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of unsealed or improperly identified packages. It is the Bidder's sole responsibility to see that its bid is received as requested.

4. ACCEPTANCE OF BIDS

- a. The Authority reserves the right to postpone bid openings for its own convenience.
- b. Bids received and opened by Authority are public information and must be made available to any person upon request.
- c. Submitted bids are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses

incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

1. Preparing a bid in response to this IFB
2. Submitting that bid to the Authority;
3. Negotiating with the Authority any matter related to this bid; and
4. Any other expenses incurred by Bidder prior to date of award, if any, of the Agreement.

H. JOINT BIDS

Where two or more firms desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Bids are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Bidder is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

J. WITHDRAWAL OF BIDS

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the Bidder or its proper authorized representative. Such written request shall be delivered to the Contract Administrator at the address noted in the cover notice of this IFB.

K. DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Part 26 of Title 49 of the Code of Federal regulations (CFR), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("Regulations"). The Regulations in their entirety are incorporated herein by this reference under Section V titled "Disadvantaged Business Enterprises".

Although the Authority has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this procurement, all Bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on all Authority's Department of Transportation (DOT)-assisted contracts and subcontracts as set forth in Part 26, Title 49 CFR.

Bidders are to be fully informed respecting the DBE requirements and the Regulations. A copy of the Authority's DBE program for this project is included in this IFB.

L. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protest filed by a Bidder in connection with this IFB must be submitted in accordance with the Authority's written procedures.

M. DELIVERY

The items described herein are to be delivered to the following facility:

11790 Cardinal Circle, Garden Grove, CA 92843

N. CASH DISCOUNTS

Cash/payment discounts will not be considered in the evaluation of bids.

O. APPENDICES

Information considered by Bidder to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

P. HAZARDOUS SUBSTANCES**1. CAL-OSHA REQUIREMENTS**

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Safety Data Sheet (SDS) accompanying the submitted bid.

2. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)

All materials (paints, coatings, inks, solvents, and adhesives) shall comply with the volatile organic compounds (VOC) content requirements of the applicable SCAQMD rules.

3. NOTICE OF HAZARDOUS SUBSTANCES

Title 8 of the California Code of Regulations, Section 5194 (e) (c), states that the employer must inform any contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the Authority hereby gives notice to all Bidders that the following general categories of hazardous substances are present on the Authority's premises:

- Adhesives, sealant, patching, and coating products
- Antifreezes, coolants

- Cleaners, detergents
- Paints, thinners, solvents
- Pesticides, Petroleum products (diesel and unleaded fuel, oil products)
- Printing, photocopying materials
- Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from the Authority's Safety and Benefits office at (714) 560-5854, and from Safety Data Sheets (SDS) for individual products.

4. HAZARDOUS WASTE LABELS

Containers containing hazardous substances must be labeled with the following information:

- Identity of hazardous substance-chemical name, not manufacturer or trade name;
- Appropriate health warning relative to health and physical hazard; and
- Name and address of manufacturer or other responsible party. All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather resistant labels or the information should be painted directly on the containers.

Q. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible Bidder and shall be on a lump sum basis, in accordance with the requirements of this IFB. The contract to be awarded is the Agreement presented in Section II of this IFB.

R. AUTHORITY'S RIGHTS

1. Authority reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
2. Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any Bidder responding to this IFB.
3. Authority reserves the right to issue a new IFB for the project.
4. The Authority reserves the right to postpone the bid opening for its own convenience.
5. Each bid will be received with the understanding that acceptance by the authority of the bid to provide the goods and services described herein shall constitute a contract between the Bidder and Authority which shall bind the Bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.
6. Authority reserves the right to investigate the qualifications of any Bidder, and/or require additional evidence of qualifications to perform the work.

S. PUBLIC RECORDS AND INFORMATION

Bids received by the Authority are considered public information and will be made available to the public if requested to do so.

T. IRAN CONTRACTING ACT CERTIFICATION

This form requires the Bidder to certify that the Bidder is not engaged in specified investment activities in the energy sector of Iran.

U. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or Bidder (Prime or Sub-contractor) that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

V. FORMS

1. BID FORM – EXHIBIT A

Bidder must complete and execute the Bid Form, which must be submitted in its entirety. Failure to submit the executed Bid Form in its entirety will result in the bid being non-responsive. In addition to providing the lump sum bid, the Bidder affirms the Bid Form statements.

2. INFORMATION REQUIRED OF BIDDER – EXHIBIT B

Bidder must provide all the information requested in this form.

3. DISADVANTAGED BUSINESS ENTERPRISE

Each Bidder must complete the following SECTION V forms and submit with its bid:

- DBE Participation Commitment Form – Exhibit C-1
- Bidders List – Exhibit C-2

4. STATUS OF PAST AND PRESENT CONTRACTS FORM – EXHIBIT D

Bidder is required to complete and sign the form entitled “Status of Past and Present Contracts” provided in this IFB and submit as part of the bid. Bidder shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid.

A separate form must be completed for each identified contract. Each form must be signed by the Bidder confirming that the information provided is true and accurate. Bidder is required to submit one copy of the completed form(s) as part of its bid.

5. CERTIFICATION OF RESTRICTIONS ON LOBBYING – EXHIBIT E

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of bidder to influence federal officials regarding specific procurements in excess of \$100,00.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

The IFB includes the following: a certification form entitled “Certification of

Restrictions on Lobbying,” the Office of Management and Budget (OMB) Standard Form LLL entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The successful bidder to this solicitation will be required to complete and submit to the Authority, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the successful bidder did engage in lobbying activities, then OMB Standard Form LLL “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

This form must be completed and submitted to the Contract Administrator responsible for this procurement within fifteen (15) days of award notice by the Authority. Failure to provide the completed and signed forms will result in cancellation of award.

6. LIST OF SUBCONTRACTORS FORM – EXHIBIT F

Bidder shall complete Exhibit F, which lists all subcontractors performing work in excess of one half of one percent ($\frac{1}{2}$ of 1%) of the bid amount per the instructions set forth in Section I "Instructions to Bidders".

7. IRAN CONTRACTING ACT CERTIFICATION – EXHIBIT G

This form requires the Bidder to certify that the Bidder is not engaged in specified investment activities in the energy sector of Iran, is exempted from the requirements, or the bid not subject to the Iran Contracting Act

8. NON-COLLUSION DECLARATION – EXHIBIT H

This form requires the Bidder to certify that the bid is not collusive or a sham. This form is to be signed, dated and is part of the bid.

W. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Bidder shall include the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity provides notice to Bidder regarding the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications".

X. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This form requires the bidder to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). Failure to submit the executed Form will render the bid non-responsive.

Y. DISCLOSURE OF LOBBYING ACTIVITIES

This form requires the bidder to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If bidder does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number. Failure to submit the executed Form will render the bid non-responsive.

Z. CONFLICT OF INTEREST

All bidders responding to this IFB must avoid organizational conflicts of interest, which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, a bidder is unable, or potentially unable to render impartial assistance or advice to the Authority; a bidder's objectivity in performing the work identified in the Project Specifications is or might be otherwise impaired; or a bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the bidder's bid.

SECTION II: KEY CONTRACTUAL TERMS

SECTION II. KEY CONTRACTUAL TERMS

The following terms and conditions are highlighted to make Bidders aware of the contractual parameters of this procurement.

A. ACCEPTANCE OF ORDER

Bidder will be required to accept a written Agreement or Purchase Order in accordance with and including as a part thereof the published notice of Invitation for Bids, the requirements, conditions and specifications, with no exceptions other than those specifically listed in the written Agreement or Purchase Order.

B. CHANGES

By written notice or order, Authority may, from time to time, make changes including but not limited to drawings, designs, specifications, delivery schedules, property and services furnished by Authority. If any such change causes an increase or decrease in price of this Agreement or Purchase Order or in the time required for its performance, the Bidder shall promptly notify Authority thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse the Bidder from proceeding immediately with the Agreement or Purchase Order as changed.

C. INVOICE AND PAYMENT

A separate invoice shall be issued for each shipment. Unless otherwise specified in the Agreement or Purchase Order, no invoice shall be issued prior to shipment of goods. Payment due dates, including discount period, will be computed from date of receipt of goods or of correct invoice (whichever is later) to date Authority check is mailed. Any discount taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is specifically disallowed.

D. WARRANTIES

1. Bidder warrants to Authority that, for a period of one year following Authority's inspection and acceptance of each item delivered hereunder, each item shall conform to the requirements hereof and will be free from defects. In addition to other remedies, which may be available, the Authority may, at its option, return any nonconforming or defective items to Bidder and/or require correction or replacement of said item at the location of the item when the defect is discovered, all at Bidder's risk and expense. If Authority does not require correction or replacement of nonconforming or defective items, Bidder shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. Authority's rights hereunder are in addition to, but not limited by, Bidder's standard warranties. Inspection and acceptance of items by Authority, or

payment therefore, shall not relieve Bidder of its obligations hereunder.

2. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

E. INSURANCE

The Bidder shall procure and maintain insurance coverage during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. The Bidder shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate.;
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a minimum combined single limit of \$1,000,000;
3. Worker's Compensation with limits as required by the State of California, including waiver of subrogation in favor of Authority, its officers, directors, employees or agents; and
4. Employers' Liability with minimum limits of \$1,000,000.

Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by the Authority prior to contract award. Proof of insurance coverage must be received by Authority, prior to contract execution. The Authority, its officers, directors, employees and agents must be designated as an additional insured on the commercial general liability certificate.

F. EXCESS REPROCUREMENT LIABILITY

Bidder shall be liable to Authority for all expenses incurred by Authority in reprocurring elsewhere the same or similar items or services offered by Bidder hereunder, should Bidder fail to perform or be disqualified for failure to meet the terms and conditions set forth herein.

G. PACKING AND SHIPPING

All items shall be prepared for shipment and packed to prevent damage or deterioration and shipped at the lowest transportation rates in compliance with carrier tariffs. All shipments to be forwarded on one day, via one route, shall be consolidated. Each container shall be consecutively numbered, and marked with the herein Agreement or Purchase Order and part numbers. Container and Purchase Order numbers shall be indicated on bill of lading. Two copies of packing

slips, showing Purchase Order number, shall be attached to container of each shipment. Items sold F.O.B. origin shall be shipped prepaid. No charges will be paid by Authority for preparation, packing, crating, cartage or freight.

H. TITLE AND RISK OF LOSS

Unless otherwise provided in the Agreement or Purchase Order, Bidder shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Agreement or Purchase Order at the F.O.B. point specified herein, and upon such delivery title shall pass from Bidder and Bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from Bidder's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by Authority.

I. NEW MATERIALS

Except as to any supplies and components which this Agreement or Purchase Order specifically provides need not be new, the Bidder represents that the supplies and components to be provided under this Agreement or Purchase Order are new and of recent manufacture (not used or reconditioned or recycled, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Agreement or Purchase Order, the Bidder believes that the furnishing of supplies or components which are not new is necessary or desirable, Bidder shall notify the Authority immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the Authority if authorization to use such supplies is granted.

J. INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by Authority at destination. Final inspection will be made within a reasonable time after receipt of items hereunder.

Payment will be made within a reasonable time after inspection and formal acceptance of the equipment by the Authority.

K. INDEMNIFICATION

Bidder shall indemnify, defend and hold harmless Authority, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by Bidder, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement or Purchase Order.

L. INFRINGEMENT INDEMNITY

In lieu of any other warranty by Authority or Bidder against infringement, statutory or otherwise, it is agreed that Bidder shall defend at its expense any suit against Authority based on a claim that any item furnished under this Agreement or Purchase Order or the normal use or sale thereof infringes any United States Letters Patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Bidder is notified in writing of the suit and given authority, information and assistance at Bidder's expense for the defense of the suit. Bidder, at no expense to Authority, shall obtain for Authority the right to use and sell said item, or shall substitute an equivalent item acceptable to Authority and extend this patent indemnity thereto.

M. SUBCONTRACTORS AND ASSIGNMENTS

Neither this Agreement nor Purchase Order, nor any interest herein, nor any claim hereunder, may be assigned by the Bidder either voluntarily or by operation of law, nor may all or substantially all of this Agreement or Purchase Order be further subcontracted by the Bidder without the prior written consent of the Authority. No consent shall be deemed to relieve the Bidder of its obligations to comply fully with the requirements hereof.

N. DISPUTES

This Agreement or Purchase Order shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Bidder shall proceed diligently with the performance of this Agreement or Purchase Order.

O. NOTICE OF LABOR DISPUTE

Whenever Bidder has knowledge that any actual or potential labor dispute may delay this Agreement or Purchase Order, Bidder shall immediately notify and submit all relevant information to Authority. Bidder shall insert the substance of this entire clause in any subcontract hereunder, as to which a labor dispute may delay this Agreement or Purchase Order.

P. AUDIT AND INSPECTION OF RECORDS

Bidder and/or subcontractors shall provide Authority, or other agents of Authority, such access to Bidder's and/or subcontractor's accounting books, records, payroll documents and facilities as Authority deems necessary to examine, audit, and inspect all books, records, work data, documents and activities directly related hereto. Bidder shall maintain books, records, data and documents according to generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during Bidder's performance hereunder and for a period of four (4) years from the date of final payment by Authority hereunder.

Q. PROHIBITED INTEREST

The Bidder covenants that, for the term of this agreement, no member, director, officer or employee of the Authority during his/her tenure in office or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

R. RIGHTS IN DATA

Bidder agrees that all data including, but not limited to, drawings, tapes, software, photo prints and other graphic information required to be furnished under this Agreement or Purchase Order, together with any other information presented orally, shall be furnished with unlimited rights and as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement or Purchase Order. Bidder further agrees that all such data are owned by Authority and that Bidder shall have no interest or claim thereto, and that said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

S. FEDERAL, STATE AND LOCAL LAWS

Bidder warrants that in the performance of this Agreement or Purchase Order it shall comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations.

T. EQUAL EMPLOYMENT OPPORTUNITY

If awarded an Agreement or Purchase Order resulting from this IFB, Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

U. CONFLICT OF INTEREST

Bidders agree to avoid organizational conflict of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the Bidders are unable, or potentially unable to render impartial assistance or advise the Authority; Bidder's objectivity in performing the work identified in the specifications are or might be otherwise impaired; or the Bidders have an unfair competitive advantage. Bidders are obligated to fully disclose to the Authority in writing any Conflicts of Interest issues as soon as they are known to the Bidders. All Conflicts of Interest must be disclosed at the time of bid submittal.

V. CODE OF CONDUCT

Bidders agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. Bidders agree to include these requirements in all of its subcontracts.

W. FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1. FEDERAL CHANGES

Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the Authority and FTA, as they may be amended or promulgated from time to time during this Agreement. Bidder's failure to comply shall constitute a material breach of contract.

2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Authority and Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Bidder, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. Bidder agrees to include these requirements in all of its subcontracts.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Bidder 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. Accordingly, by signing this Agreement, Bidder 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 Agreement of the FTA assisted project for which this Agreement's work is being performed. Bidder also 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 penalties of the Program Fraud Civil Remedies Act of 1986 on the Bidder to the extent the Federal Government deems appropriate.

Bidder 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 an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the Bidder, to the extent the

Federal Government deems appropriate. Bidder agrees to include this requirement in all of its subcontracts.

4. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, Bidder, for itself, its assignees and successors in interest agree as follows:

- a. Compliance with Regulations: Bidder shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: Bidder, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Bidder shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Bidder of the Bidder's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: Bidder shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Bidder is in the exclusive possession of another who fails or refuses to furnish this information the Bidder shall so certify to the Authority as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the Bidder's noncompliance with nondiscrimination provisions of this Agreement,

the Authority shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Vendor under the Agreement until the Bidder complies; and/or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- f. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI regulations.
- g. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
- h. Incorporation of Provisions: Bidder shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Bidder shall take such action with respect to any subcontract or procurement as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Bidder may request the Authority to enter into such litigation to protect the interests of the Authority, and, in addition, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

5. DISADVANTAGED BUSINESS ENTERPRISE

At the time of Agreement execution, Bidder committed to utilize one or more Disadvantaged Business Enterprise ("DBE") firms in the performance of this U.S.

DOT-assisted contract. Bidder agrees to ensure that any DBE subconsultant listed on the "DBE Participation Commitment Form" (Attachment C-1), will perform work and/or supply materials pursuant to all original commitments, unless otherwise directed and/or approved by Authority prior to Vendor effectuating any changes to its DBE participation commitment. Vendor shall comply with all the requirements set forth in Section V entitled, "DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAMS REQUIREMENTS."

6. ACCESS TO RECORDS AND REPORTS

Bidder shall provide Authority, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of Authority, such access to Vendor's accounting books, records, payroll documents and facilities of the Vendor which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. Bidder shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during Bidder's performance hereunder and for a period of four (4) years from the date of final payment by Authority. Authority's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in this Agreement. Bidder shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

7. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, 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 Agreement. Bidder shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause Authority to be in violation of the FTA terms and conditions.

8. ENERGY CONSERVATION REQUIREMENTS

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

9. FLY AMERICA REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed

international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

10. TRANSPORTATION OF EQUIPMENT, MATERIALS OR COMMODITIES BY OCEAN VESSEL

CONTRACTOR shall utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

CONTRACTOR shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipping originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in paragraph 0 of this Article to Authority (through the prime CONTRACTOR in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

11. PROHIBITED INTERESTS

Bidder covenants that, for the term of this Agreement, no director, member, officer or employee of Authority during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

12. ALCOHOL AND DRUG POLICY

A. Bidder agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C sections 701-707, (the Drug Free Workplace Act of 1988) and produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

13. PRIVACY ACT

Bidder shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, Bidder agrees to obtain the express consent of the Federal Government before the Bidder or its employees operate a system of records on behalf of the Federal Government. Bidder understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

14. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator/Buyer responsible for this procurement. Any protest filed by the Bidder in connection with this solicitation must be submitted in accordance with the Authority's written procedures.

The following additional provisions apply to all purchases over \$10,000

15. TERMINATION

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving Vendor written notice thereof. Upon termination, Authority shall pay Bidder its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If Authority sees fit to terminate this Agreement for convenience, said notice shall be given to Vendor in accordance with the provisions of the FAR referenced above. Upon receipt of said notification, Bidder agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

Authority may terminate this Agreement for Bidder's default if a federal or state proceeding for the relief of debtors is undertaken by or against Bidder, or if Bidder makes an assignment for the benefit of creditors, or for cause if Bidder fails to perform in accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by Authority. Bidder shall be liable for any and all reasonable costs incurred by Authority as a result of such default or breach including, but not limited to, reprocurement costs of the same or similar services defaulted by Bidder under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

16. RECYCLED PRODUCTS

Bidder shall comply with all the requirements of Section 6002 of the Resource

Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. Bidder agrees to include this requirement in all of its subcontracts.

The following additional provisions apply to all purchases over \$25,000

17. DEBARMENT & SUSPENSION:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the District, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

The following additional provisions apply to all purchases over \$100,000:

18. DISPUTES

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by Authority's Director, Contracts Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to Vendor. The decision of the Director, CAMP, shall be final and conclusive.
- b. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any

such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

- c. Pending final decision of a dispute hereunder, Vendor shall proceed diligently with the performance of this Agreement and in accordance with the decision of Authority's Director, CAMM. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any Authority official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

19. CLEAN WATER REQUIREMENTS

Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Vendor shall report each violation to Authority and understands and agrees that the Authority who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. Vendor agrees to include this requirement in all of its subcontracts.

20. CLEAN AIR

Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Vendor shall report each violation to Authority, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Vendor agrees to include this requirement in all of its subcontracts.

21. LOBBYING

Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION III: PROJECT SPECIFICATIONS

PROJECT SPECIFICATIONS

Mobile Container Lease

General Requirements:

Orange County Transportation Authority (OCTA) requires the rental of storage containers to increase warehouse capacity for the purpose of housing vehicle parts, tools, and equipment. The containers shall be delivered and staged at OCTA's Garden Grove facility. OCTA has the right to change the delivery location at an agreed upon cost by both parties.

Requirements:

Following are minimum requirements:

- Lease up to ten (10), forty (40)-foot standard storage containers
- Containers shall be adequately sealed to be wind and watertight
- Containers shall be properly ventilated for air flow sufficient to avoid over-heating and/or moisture build-up.
- Containers shall be secure with double steel walls made with at least sixteen (16) gauge corrugated steel.
- Containers shall be equipped with double doors and a built-in locking system capable of securing the upper, center and lower door sections.
- Container door direction shall swing outwardly from the end of the container
- Container size shall be forty (40)-feet long by eight (8)-feet high by eight (8)-feet wide
- Container locking system shall accept locking devices supplied by the Authority or the contractor. OCTA shall be given the option to buy locks from the contractor or a retailer of choice.

Delivery:

- Contractor shall deliver and pick-up containers as required and agreed upon by OCTA.
- OCTA shall have discretion in selecting the dates, quantities, and times of the delivery(ies). The initial delivery shall be for two (2) containers with up to eight (8) additional containers to be delivered at a later date. The estimated duration of the lease is up to eighteen (18) months.
- Containers shall be delivered to OCTA's Garden Grove bus yard, located at: 11790 Cardinal Circle, Garden Grove, California.
- Driver shall call OCTA at (714) 265-4442 prior to delivering/picking-up any containers.
- Driver shall follow all OCTA bus yard and safety rules including speed limits, flow of traffic and placing of barricades (Attachment A).
- Driver must follow bus yard placement directions from OCTA authorized personnel.
- Containers must be delivered no later than seventy-two (72) hours from the call in for delivery.

Contact Information:

Stock Room	Storeroom Supervisor	(714) 265-4440
Stock Room	Parts Clerk	(714) 265-4442
Ron Rojas	Materials Manager	(714) 824-7167
Facilities	Facility Supervisor	(714) 265-4354

Dear Employee or Visitor:

OCTA is serious about your safety!

Inside the bus operations yard, pedestrians share space with buses, service and delivery trucks, cars, and heavy equipment. It is critical that you, every vehicle operator, and every pedestrian remain aware of each other and the constant possibility for conflict. A vehicle-pedestrian collision in the yard can be fatal. You can help prevent any such mishap.

When you follow these rules, you reduce much of the risk involved when working in the yard. Remember, these rules are minimum standards, and you are always required to do everything reasonable to avoid accidents!



OCTA Employees

Visit the Project Safe Yard Intranet Site

[http://octatoday/
hse/yard_safety_front_page.aspx](http://octatoday/hse/yard_safety_front_page.aspx)

Visit the Motor Vehicle & Traffic Safety
Intranet Site

[http://octatoday/
hse/motorvehicleandtrafficsafety.aspx](http://octatoday/hse/motorvehicleandtrafficsafety.aspx)

Project "Safe Yard" training is mandatory upon hire at OCTA and every three years thereafter for:

- Maintenance Personnel
- Service Workers
- Facilities Maintenance Personnel
- CAMM Parts Personnel



Visitors

For additional information, please contact OCTA's Health, Safety, & Environmental Compliance Department at 714-560-5819

OCTA SAFETY RULES

*For motor vehicle operators and
pedestrians visiting or working in an
OCTA bus operations yard.*

**To Report an Emergency
DIAL 9-1-1**

HSEC
Health, Safety, and Environmental Compliance



Orange County Transportation Authority

Version: January 2010

10 STANDARD YARD SAFETY RULES

#1 Vehicle operators must not exceed 10 MPH.

When you maintain 10 MPH in the yard, it gives you and others more time to react should something go wrong. If a collision does occur, this low speed could help minimize damage and injury.

Never forget – hitting a pedestrian, even at a slow speed, can be fatal.

#2 Vehicle operators must yield the right-of-way to pedestrians.

Always give pedestrians extra space! Make eye contact and acknowledge their presence.

#3 Everyone must follow the designated directional traffic flow of the yard, and must comply with posted signs and traffic control devices.

Never take a shortcut or travel in the wrong direction. Everyone is counting on you to follow the established traffic pattern and comply with the signs.

#4 Vehicle operators must look in the direction of, and keep a clear view of their path of travel.

Watch where you are going, making sure it remains safe and clear. Sounds simple, but distractions can challenge your ability to do even the simple things.

#5 Bus operators must activate 4-way flashers and sound the horn three (3) times before backing.

Flash, honk, check mirrors, and back slowly. Keep a LOOK-OUT for pedestrians and other traffic!

Operators of all large vehicles are encouraged to follow these same procedures.

#6 Everyone must avoid distractions such as cell phones, two-way radios, or other such activities while driving or walking in the yard.

Vehicle Operators are prohibited from using cell phones, text messaging, and similar devices. Pedestrians should also avoid their use when walking in the yard.

#7 Pedestrians must wear an approved safety vest.

A safety vest can save your life. Wear it! If you see someone without one, help them. If you are a visitor and do not have a vest, ask to borrow one when you check-in.

#8 Pedestrians must be aware that drivers cannot see them when they are in a vehicle's "blind spot." Pedestrians must avoid these blind spots whenever possible.

If you are on foot in the yard, it is your job to stay alert and stay out of areas that cannot easily be seen by others.

#9 Pedestrians must make sure that their movements are predictable and must use designated walking areas when available.

Don't surprise others. Be alert and clearly communicate your intentions when moving about the yard.

#10 Vehicle operators must yield at designated walkways and look for pedestrians before proceeding.

Expect to encounter pedestrians anywhere in the yard. But, be extra careful when near established walkways.

Other things to WATCH-OUT for in the yard...

- Operations during dawn, dusk, and hours of darkness.
- Operations during "fatigue hours", midnight to 6 am.
- Periods of high traffic and pedestrian volume.
- When you do not have eye contact with a nearby vehicle operator.
- You lose sight of a pedestrian that is near your vehicle.
- Blind spots.

SECTION IV: BID PACKAGE

SECTION IV. BID PACKAGE

Bidder shall complete all the forms identified below. The bid may not contain exceptions to or deviations from the terms or requirements of this IFB.

EXHIBIT A. BID FORM

The Bidder shall complete the Bid Form. In addition to providing the lump sum bid, the Bidder affirms that the Bid Form statements are true and correct.

EXHIBIT B. PRICE SUMMARY

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder shall provide all the information requested in this form.

EXHIBIT A: BID FORM

BID FORM

INVITATION FOR BIDS NUMBER: 2-2194

DESCRIPTION: MOBILE CONTAINER LEASE

Effective through September 30, 2023, for the Authority's requirements on an "as-needed" basis with no guaranteed usage as specified in Section III, entitled "Project Specifications".

In compliance with the **Invitation for Bids, "2-2194 Mobile Container Lease"**, the undersigned with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

BIDDER'S NAME AND ADDRESS

NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

I acknowledge receipt of IFB and Addenda Numbers:

AUTHORIZED SIGNATURE TO BIND BID:

PRINT SIGNATOR'S NAME AND TITLE:

DATE SIGNED:

Cash discount allowable ____%____days: unless otherwise stated, payment terms are: Net 30 days. Cash/payment discounts will not be considered in the evaluation of bids.

This bid shall be in effect for 120 days after the bid close date.

EXHIBIT B: PRICE SUMMARY

Price Summary Sheet

Enter below the price for each of the items described in Section III, Project Specifications. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed unit price contract. Bidders who do not bid on all items on the Price Summary Sheet shall be deemed "Non-Responsive" and will not be considered for award.

Quantities listed under the Price Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. Prices quoted shall remain firm for the term of the Purchase Order.

Description	Quantity	Unit Price	Extended Price
40-Foot Containers	10	\$	\$
Lock Purchase	10	\$	\$
Delivery	10	\$	\$
Pick-up	10	\$	\$
Monthly Rental	10	\$	\$
Sales Tax 8.75%	10	\$	\$
Lump Sum Total	10	\$	\$

Bidder's Company Name: _____

EXHIBIT C: INFORMATION REQUIRED OF BIDDER

INFORMATION REQUIRED OF BIDDER

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder: _____
2. Business Address: _____
3. Telephone () _____ Fax () _____ E-Mail:

4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor's License No.: _____ Class _____ Years of Experience: ____
7. Expiration Date of License: _____
8. Is your firm a certified small business in California? Yes ____ No ____
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

SECTION V: DISADVANTAGED BUSINESS ENTERPRISE

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

(Revised on 03/06/19)

1.0 DBE Goal

Although no DBE goal has been established for this contract, proposers are encouraged to afford DBEs every opportunity to compete for and participate on this U.S. Department of Transportation (U.S. DOT) assisted contract.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program, in conformance with Title 49 CFR part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority's U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1** Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- 2.2** Create a level playing field on which DBEs can fairly compete for the Authority's DOT-assisted contracts.
- 2.3** Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4** Ensure that only firms that meet 49 CFR part 26 eligibility standards are permitted to participate as DBEs in the Authority's DBE program.
- 2.5** Help remove barriers which impede the participation of DBEs in the Authority's U.S. DOT-assisted contracts.
- 2.6** Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7** Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its Overall DBE Program goals.

Race-neutral measures will include but are not limited to conducting outreach, training, providing other resource assistance, and assessing bid delivery schedules to ensure that DBEs interested in bidding for U.S. DOT-assisted solicitations are provided accurate and adequate information about the plans, specifications, and requirements of the solicitation in a timely manner to assist them in responding to the bid. Additional Authority race-neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, bidders must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 **"Disadvantaged Business Enterprise ("DBE")"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control:
 - 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;
 - 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma

(Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Shri Lanka;

3.3.2.6 Women; and

3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

3.4 "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals," or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.

3.5 "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

3.6 "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

3.7 "Fraud" includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of

business integrity or honesty. The Authority may take enforcement action under 49 CFR part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

- 3.8 "Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by the Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

- 3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same

line of business and competitive market area that are not socially disadvantaged.

- 3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Bid Submission Requirements

Bidder shall complete and submit the following DBE Exhibits (forms) with their bid:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Bidder must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the bid due date:

- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required no later than 4:00 p.m. on the 2 nd business day after the bid due date
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required no later than 4:00 p.m. on the 2 nd business day after the bid due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the bid due date

4.1 “DBE Participation Commitment Form” (Exhibit C-1) required at time of Bid. The Bidder is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The bid item (#) associated with the proposed scope(s) of work;
- 4.1.6 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.7 The bidder shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or bid from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/bid, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “Bidders List” (Exhibit C-2)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms bidding or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Bidders are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime bidder.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the bid due date.



RACE-NEUTRAL DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID AS A
CONDITION OF DBE RESPONSIVENESS**

NOTE: Refer to instructions on the reverse side of this form.

Bidder to Complete this Section

1. IFB No.: _____
2. Project Name/Description: _____
3. Prime Bidder Name: _____
4. Bidder's Total Bid Price _____

Required DBE Commitment Information

5. DBE Firm (Name and Address)	6. DBE Certification Number	7. Description of Scope of Services/Work	8. Bid Item (#)	9. Dollar Value (\$) of Participation	10. Dollar Value (\$) of Eligible DBE Participation/ Commitment

Note: As a condition of responsiveness, the bidder is required to submit with the Bid a written confirmation signed and dated from each DBE listed in Column 5 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) and scope of work.

A quote or bid from the DBE firm can serve in lieu of the written confirmation; however, the dollar amount in the written confirmation, quote/bid and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) of Eligible DBE Participation
\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Bidder's Total Bid Price
_____ %

Bidder Assurance: The bidder certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards their race-neutral DBE commitment.

13. Preparer's Name (Print) _____

14. Preparer's Signature _____

15. Preparer's Title _____

16. Date _____

17. Telephone No. _____
() _____

18. Email Address _____

INSTRUCTIONS – Race-Neutral DBE Participation Commitment Form

Bidder is required to ensure all information is complete and accurate:

1. **IFB No.** - Enter the IFB Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Bidder Name** - Enter the bidder's firm name.
4. **Bidder's Total Bid Price** - Enter the bidder's total bid price.
5. **DBE Firm** - Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
6. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of bid opening.
7. **Description of Scope of Services/Work** - Enter the scope of services/work for each DBE firm listed to participate on this contract.
8. **Bid Item (#)** - Enter bid item number.
9. **Dollar Value (\$) of Participation** - Enter the total dollar value of participation for each listed DBE firm.
10. **Dollar Value (\$) of Eligible DBE Participation/Commitment** - Enter the dollar value of participation eligible to count towards race-neutral DBE participation. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Bidder's Total Bid Price** - Enter the corresponding percentage of the total eligible DBE participation that the bidder is counting towards the bidder's DBE commitment (Formula: Item (11) Total Value of Eligible DBE Participation / Item (4) Bidder's Total Bid Price = Bidder's DBE Commitment Percent (%)).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the bidder.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the bidder.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the bidder.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the bidder.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Bidders are to verify that listed subcontractors contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The bidder is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary bidder, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's bid due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Bidder:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million
Contact Name:							<input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Address:							Age of Firm: _____yrs.

Subcontractor Name and Location	Type of Work/Services/Materials Provided:	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million
Contact Name:							<input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million
Address:							Age of Firm: _____yrs.

Subcontractor Name and Location	Type of Work/Services/Materials Provided:	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

SECTION VI: FORMS

FORMS

The Bidder shall complete all the forms identified below. The Bid may not contain exceptions to or deviations from the requirements of this IFB.

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

EXHIBIT E: CERTIFICATION OF RESTRICTIONS ON LOBBYING AND DISCLOSURE
OF LOBBYING ACTIVITIES

EXHIBIT F: LIST OF SUBCONTRACTORS

EXHIBIT G: IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT H: BIDDER'S CERTIFICATE OF COMPLIANCE REGARDING WORKERS'
COMPENSATION INSURANCE

EXHIBIT I: NON-COLLUSION DECLARATION

All aforementioned forms must be submitted along with the bid.

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For

example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) Consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of Bidder) of

_____ that:

(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

☐ **NO REPORTABLE ACTIVITIES** (Bidder required to complete Section 16 below.)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OMB
003480045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) _____ <div style="text-align: right;">(attach Continuation Sheet(s) SF - LLL - A if necessary)</div>		b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI): _____
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: <div style="text-align: right;">(attach Continuation Sheet(s) SF-LLL-A if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.		Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

LIST OF SUBCONTRACTORS

List only the subcontractors which will perform work or labor or render services to the Bidder in excess of one-half of one percent of the Bidder's total bid amount. Do not use alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	Specific Description of Work to be Rendered	Type*	Dollar Amount
				\$
				\$
				\$
				\$
				\$
				\$
				\$

TOTAL VALUE OF SUBCONTRACTED WORK	\$
--	----

*Type:	
1. Subcontractor	3. Trucker
2. Vendor/Supplier	4. Broker

Bidder's Name: _____

IRAN CONTRACTING ACT CERTIFICATION

(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option #1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
WORKERS' COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Name of Bidder/Contractor: _____

Signature: _____

Title: _____

Date: _____

**Non-Collusion Declaration to be
Executed by Bidder and Submitted with Bid**

To the Orange County Transportation Authority
The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. In accordance with Title 23 United States Code Section 112 and Public Contract Code Section, 7106 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Name of Bidder: _____

Signature: _____

Date: _____

SECTION VII: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate

verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION