

SUBJECT:

REQUEST FOR QUOTES (RFQ): 3-1905

"PROVIDE, INSTALL AND REPAIR VARIOUS VERTICAL

BLINDS AND WINDOW COVERINGS"

Orange County

AFFILIATED AGENCIES

Local Transportation Authority

Transit District

Service Authority for Freeway Emergencies

Consolidated Transportation Service Agency

Congestion Management Agency

> Service Authority for Abandoned Vehicles

The Orange County Transportation Authority (Authority) invites quotes from vendors to provide and install various vertical blinds and window coverings, and for "as required" repairs of vertical blinds and window coverings, located at the Authority's Administrative offices in Orange, CA, in accordance with Exhibit A, entitled "Scope of Work." The budget for this project is \$24,000.00 for the two year term.

Quotes must be submitted at or before 11:00 a.m., September 11, 2013.

Quotes shall be submitted in the following manner:

1. Response via fax to:

Orange County Transportation Authority

Attention: Bill O'Connor, RFQ 3-1905

Facsimile #: (714) 560-5792

2. Response via e-mail:

E-Mail Address: boconnor@octa.net

Subject: RFQ 3-1905

The successful bidder will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. Prevailing wages are not required. A non-mandatory site visit will be held on August 29, 2013 at 9:00 a.m. (see page 3 for details)

Comments, questions, or clarifications must be submitted in writing no later than 2:00 p.m., September 3, 2013. Please e-mail your comments, questions, or clarifications to boconnor@octa.net. On the subject line, please specify RFQ 3-1905, Written Questions. The Authority will respond to all written questions by issuing a written addendum on September 5, 2013.

Sincerely,

Bill O'Connor

Buyer

Contracts Administration and Materials Management

Enclosures: Exhibit A - Scope of Work

Exhibit B - Price Summary Sheet Exhibit C - OCTA General Provisions

Exhibit D - OCTA Insurance Requirements Exhibit E - Level 2 Safety Requirements

SCOPE OF WORK

Provide, Install and Repair Various Vertical Blinds and Window Coverings

DESCRIPTION

Vendor shall provide and install various vertical blinds and window coverings including: Century verticals, roller shades and other various window coverings. Vendor will also provide parts and labor to repair vertical blinds and window coverings on an as-needed basis with no guarantee of usage.

Scope of Work

- A. Vendor shall match existing window coverings and provide effective window covering solutions.
- B. Vendor must respond within 24 hours of receiving service call.
- C. Service must be warranted for a minimum of 90 days.
- D. Delivery of all items will be at no charge.

Location of Window Coverings No. 1

600 South Main Street - All floors Orange, CA 92868

Location of Window Coverings No. 2

550 South Main Street - Single-story building Orange, CA 92868

OPERATING HOURS

Orange County Transportation Authority (OCTA) business operating hours are from 8:00 a.m. through 5:00 p.m. Monday through Friday.

Arrangements may be made for services after operating hours.

QUOTATION FORM

REQUEST FOR QUOTES NO.:	RFQ 3-1905
DESCRIPTION OF SERVICES:	PROVIDE, INSTALL AND REPAIR VARIOUS VERTICAL BLINDS AND WINDOW COVERINGS
COMPANY'S NAME AND ADDRESS:	
NAME AND TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE: FACSIMILE NO.: EMAIL ADRESS:	()

BLANKET PURCHASE ORDER

Effective October 1, 2013 through September 30, 2015 to provide, install and repair various vertical blinds and window coverings for the General Services Department's partial requirements, on an as-requested basis with no guaranteed usage, payment upon approval of correct invoice within 30 days, to: Provide, Install and Repair Various Vertical Blinds and Window Coverings, as per Exhibit A, entitled "Scope of Work", attached and by this reference incorporated herein.

Instructions to pricing

To be considered for award, the Authority requests that pricing for <u>all</u> items be submitted for RFQ 3-1905. Prices shall include direct costs, indirect costs, and profit.

Site Visit

A non-mandatory site visit will be held on August 29, 2013 at 9:00 a.m. and will commence in the lobby on the 1st floor of the 600 South Main Street building in Orange CA. All prospective bidders may attend the site visit. Please contact Bill O'Connor at boconnor@octa.net to register and confirm attendance at the site visit. Parking will not be validated.

Insurance Requirements

The successful vendor shall provide Certificate of Insurance five (5) days after award notification in accordance to the insurance requirements of RFQ 3-1905.

Evaluation and Award

Evaluation will be based on the calculation of pricing. Award will be made to the lowest, responsive and responsible vendor in conformance with RFQ 3-1905.

Instruction for submission of quotes

<u>All</u> quotes must be specified and submitted in Exhibit B, entitled "Price Summary Sheet".

PRICE SUMMARY SHEET

PROVIDE, INSTALL AND REPAIR VARIOUS VERTICAL BLINDS AND WINDOW COVERINGS

SAMPLE INSTALLATION

	CTURE AND INSTALL 00 S MAIN ST ORANGI	ROLLER SHADES ON THE EAST SIDE E CA 92868.
COLC STAN WHITE	<u>DR</u> : BONE/PLATINU DARD BRACKETS TO	RWAVE 7100 BLACKOUT JM. INTERNAL BOTTOM HEMBAR BE POWDER COATED WHITE. 'AINLESS STEEL CHAIN AND CHILD
ADDITIONAL ITEMS:	BEAD & CHAINS, PLA	AIN HEM
\$	X QUANTITY 8 = 1	EXTENDED PRICE: \$
WINDOW (COVERING LABOR FO	R INSTALLATION: \$
SALES	TAX @8.00% FOR WIN	IDOW COVERING: \$
		TOTAL AMOUNT: \$
	CTURE AND INSTALL AT 600 S MAIN ST OF	ROLLER SHADES ON THE SOUTH RANGE CA 92868.
COLC STAN WHITE	<u>)R:</u> BONE/PLATINU DARD BRACKETS TO	RWAVE 7100 BLACKOUT IM. INTERNAL BOTTOM HEMBAR BE POWDER COATED WHITE. TAINLESS STEEL CHAIN AND CHILD
ADDITIONAL ITEMS: BEAD & CHAINS , PLAIN HEM		
\$	X QUANTITY 4 = 1	EXTENDED PRICE: \$

WINDOW COVERING LABOR FOR INSTALLATION: \$	
SALES TAX @8.00% FOR WINDOW COVERING: \$	
TOTAL AMOUNT: \$	
SITE NO. 3: MANUFACTURE AND INSTALL ROLLER SHADES ON THE NORTH SIDE OF 11 TH FLOOR AT 600 S MAIN ST ORANGE CA 92868.	
QUANTITY: 17 MATERIAL: PHIFER SHEERWAVE 7100 BLACKOUT COLOR: BONE/PLATINUM. INTERNAL BOTTOM HEMBAR STANDARD BRACKETS TO BE POWDER COATED WHITE. WHITE CLUTCHES WITH STAINLESS STEEL CHAIN AND CHILD SAFETY TENSION DEVICE.	
ADDITIONAL ITEMS: BEAD & CHAINS , PLAIN HEM	
\$X QUANTITY 17 = EXTENDED PRICE: \$	
WINDOW COVERING LABOR FOR INSTALLATION: \$	
SALES TAX @8.00% FOR WINDOW COVERING: \$	
TOTAL AMOUNT: \$	
TOTAL EXTENDED PRICE	
SITES 1 + 2 + 3 TOTAL EXTENDED PRICE: \$	
SITES 1+ 2+ 3 TOTAL LABOR FOR INSTALLATION: \$	
SITES 1+ 2+ 3 TOTAL SALES TAX @8.00% \$	
SITES 1+ 2+ 3 TOTAL AMOUNT: \$	

PARTS AND LABOR WARRANTY TERM	Λ:
HOURLY LABOR RATES - FOR REPAIR WINDOW COVERINGS	R OF VARIOUS VERTICAL BLINDS AND
MONDAY – FRIDAY, 8:00 A.M. – 5:00 P	.M. \$
ALL OTHER HOURS	\$
CALLOUT CHARGE (IF ANY)	\$
MINIMUM NUMBER OF HOURS CHARG	GED PER SERVICE CALL (IF ANY)HRS
Bidders agrees to the terms and condition County Transportation Authority – Gener incorporated herein.	ns as stated in Exhibit C, entitled "Orange al Provisions", which by this reference is
In signing this form, vendor acknowledge Exhibit B, entitled "Price Summary Sheet Transportation Authority - General Provis Exhibit E, entitled "Level 2 Safety Specific incorporated herein.	sions", Exhibit D, entitled "Insurance" and
Acknowledgement of RFQ 3-1905 and ar	ny Addenda
This quotation shall remain firm for 90 day	ays from quotation close date.
PRINT SIGNER'S NAME AND TITLE:	
DATE SIGNED:	

ORANGE COUNTY TRANSPORTATION AUTHORITY - GENERAL PROVISIONS

- 1. INSPECTION AND ACCEPTANCE All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment or prior inspection at SELLER'S facilities. Final inspection will be made within a reasonable time after receipt of items hereunder.
- 2. CHANGES By written notice or order. AUTHORITY may, from time to time, order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by A. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance. SELLER OR AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse SELLER from proceeding immediately with the agreement as changed.
- 3. DEFAULT AND EXCESS REPROCUREMENT LIABILITY AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against Seller, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto, and AUTHORITY shall have, such additional remedies as may be available whether or not it so terminates this agreement, including but not limited to the payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocuring elsewhere the same or similar items or services defaulted by SELLER hereunder provided such Seller's reprocurement expenses obligation shall be limited to the excess over the price specified herein for such items or services.
- 4. INDEMNIFICATION SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or supplies in connection with the performance of this agreement.
- 5. ASSIGNMENTS AND SUBCONTRACTORS Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER either voluntarily or by operation of law, nor may all or substantially all of this agreement be further subcontracted by SELLER without the prior written consent of AUTHORITY. No consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
- 6. FEDERAL, STATE, AND LOCAL LAWS SELLER warrants that in the performance of this agreement is shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
- 7. INFRINGEMENT INDEMNITY In lieu of any other warranty by AUTHORITY or SELLER against infringement statutory, or otherwise, it is agreed that SELLER shall defend at its expense and suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters Patent or copyright and shall pay cost and damages finally awarded in any such suit, provided that SELLER is notified in writing of the suit and given authority, information, assistance at SELLER'S expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, 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 hereto.
- 8. TITLE AND RISK OF LOSS Unless otherwise provided in this agreement, SELLER 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 at the F.O.B. point specified herein, and upon such delivery title shall pass from SELLER and SELLER'S responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER'S negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
- 9. NOTICE OF LABOR DISPUTE Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.
- 10. EQUAL EMPLOYMENT OPPORTUNITY In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
- 11. DISADVANTAGE BUSINESS ENTERPRISE In connection with the performance of this agreement, the SELLER will cooperate with the AUTHORITY in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged business enterprises, and seller will use its best efforts to insure that disadvantaged business enterprises shall have an equitable opportunity to compete for subcontract work under this agreement.
- 12. PROHIBITED INTEREST A. SELLER covenants that no member of, or delegate to, the Congress of the Unites States shall have any interest, direct or indirect, in the agreement or the proceeds hereof.

- B. SELLER further covenants that, for the term of this agreement, no director, member, officer, or employee of the AUTHORITY during his tenure in office or one (1) year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof.
- 13. TERMINATION FOR CONVENIENCE the Authority may terminate this agreement at any time by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.
- 14. AUDIT AND INSPECTION OF RECORDS SELLER shall provide AUTHORITY such access to SELLER'S books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER'S performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.

INSURANCE

A. VENDOR shall procure and maintain insurance coverage during the entire term of this Purchase Order. Coverage shall be full coverage and not subject to self-insurance provisions. VENDOR shall provide the following insurance coverage:

- 1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
- 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;
- Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;
 - 4. Employers' Liability with minimum limits of \$1,000,000.00; and
- B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.
- C. VENDOR shall include on the face of the Certificate of Insurance the Blanket Purchase Order No. C-3-1905; and, the Buyer's Name, Bill O'Connor.
- D. VENDOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from VENDOR as provided in this Blanket Purchase Order.

E. VENDOR shall be required to immediately notify AUTHORITY of any modifications or cancellations of any required insurance policies.

LEVEL 2 SAFETY 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) policies, 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 may be cause for termination of this agreement with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance 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.

D. Policy or Certification of Compliance Company's Substance Abuse Prevention Policy.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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 MSDS for all applicable products.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. DESIGNATED SAFETY REPRESENTATIVE

 Before beginning on-site activities, the Contractor shall designate an onsite Safety Representative. 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, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

- 2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, or job experience of Contractor's competent person that assumes the position of the Contractor Safety Representative assigned to the project. The Contractor's safety representative for Authority projects are subject to Acceptance by the Authority Project Manager. All contact information of the safety representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
- 3. The Contractor's Safety Representative shall have, as a minimum, a 30 hour OSHA training certificate, five (5) years experience on similar scope projects. The authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC department.
- 4. Competent Person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

G. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, sub-tier contractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

H. TRAFFIC & PARKING

 The Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

I. GENERAL PROVISIONS

 The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

- 2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
- 3. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- 4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its sub-tier contractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
- 5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who are required to work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
- 6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial written incident investigation report shall be submitted to 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, 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 the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.3 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated sub-tier contractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.4 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.5 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible at all times when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Construction Management Procedures Manual
- E. OCTA Yard Safety Rules
- F. OCTA Emergency Response Guide
- G. OCTA Weekly Safety Briefings

END OF SECTION