

INVITATION FOR BIDS (IFB) 3-2555

LOT SWEEPING SERVICES



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

Key IFB Dates

Issue Date:	May 22, 2023
Pre-Bid Conference Date:	May 31, 2023
Question Submittal Date:	June 2, 2023
Bid Submittal Date:	June 13, 2023

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May 22, 2023

**SUBJECT: NOTICE OF INVITATION FOR BIDS
(IFB) 3-2555: "LOT SWEEPING SERVICES"**

TO: ALL BIDDERS

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

The Orange County Transportation Authority (Authority) invites bids from qualified contractors for Lot Sweeping Services, including, but not limited to sweeping, blowing, vacuuming, complete cleaning, and removal of all debris from entire paved parking lots and vehicle driveways. The budget for this effort is \$375,000 for a two (2)-year term.

Please note that by submitting a Bid, Bidder certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Bid. In submitting a Bid, all Bidders agree to comply with all economic sanctions imposed by the State or U.S. Government.

Bids must be received in the Authority's office at or before 11:00 a.m. on June 13, 2023.

Bidders will be required to hold a valid State of California license.

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: Monique Touch, Sr. Contracts Administrator**

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: Monique Touch, Sr. Contracts Administrator**

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>.

All 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:

<u>Category:</u>	<u>Commodity:</u>
Maintenance Services - Facility	Janitorial - Lot Sweeping

A Pre-Bid Conference/Job Walk will be held at 9:00 a.m. on May 31, 2023 at the Santa Ana Maintenance and Operations Base located at 4301 Mac Arthur Boulevard, Santa Ana, CA 92704. Prospective bidders are strongly encouraged to attend the Job Walk.

Bidders interested in attending the Job Walk must email the Sr. Contracts Administrator, Monique Touch, at mtouch@octa.net by 3 p.m. on May 30, 2023.

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. PRE-BID CONFERENCE/JOB WALK**

A Pre-bid Conference/Job Walk will be held at 9:00 a.m. on May 31, 2023 at the Santa Ana Maintenance and Operations Base, Conference Room 128 located at 4301 Mac Arthur Boulevard, Santa Ana, CA 92704. Prospective bidders are strongly encouraged to attend the Job Walk.

Bidders interested in attending the Job Walk must complete Exhibit X, Pre-Bid Conference/Job Walk Registration Form and email the Sr. Contracts Administrator, Monique Touch, at mtouch@octa.net by 3 p.m. on May 30, 2023.

Participants are limited to two (2) attendees per bidder. Please arrive on time. The Pre-Bid Conference/ Job Walk will begin promptly at 9 a.m. All attendees must bring and wear a reflective safety vest. Attendees not wearing a reflective safety vest will not be permitted to attend the Job Walk. The Authority will not provide reflective safety vests during the Job Walk.

Attendees should allocate approximately two (2) hours for the Pre-bid Conference/Job Walk. Upon arrival at the Santa Ana Maintenance and Operations Base located at 4301 Mac Arthur Boulevard, Santa Ana, CA 92704, attendees shall make an immediate right after entering off of MacArthur and park at the Visitor Parking area.

For your safety, please note:

- Reflective safety vests are required at all OCTA bases.
- No cell phone use while walking in transit/parking areas.
- No driving in excess of 10MPH on Authority property.

The Pre-bid Conference will be held at the Santa Ana Maintenance and Operations Base and will continue at the following locations:

1. Irvine Construction Circle Maintenance and Operations
16281 Construction Circle West, Irvine, CA 92606
2. Irvine Sand Canyon Maintenance and Operations (Base 7)
14736 Sand Canyon Road, Irvine, CA 92618 (Maintenance)
6671 Marine Way, Irvine, CA 92618 (Operations)

B. 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.

C. 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.

D. AUTHORITY CONTACT

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

Monique Touch, Sr. Contracts Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5083
Email: mtouch@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.

E. 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 - E.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, or comments, including questions that could not be specifically answered at the pre-bid conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on June 2, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions IFB 3-2555" in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

4. AUTHORITY RESPONSES

Responses from the Authority will be posted on CAMM NET, no later than June 5, 2023. Bidders may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Monique Touch, Sr. Contracts Administrator.

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:

<u>Category:</u>	<u>Commodity:</u>
Maintenance Services - Facility	Janitorial - Lot Sweeping

Inquiries received after 5:00 p.m. on, June 2, 2023, will not be responded to.

F. 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 E.2.

G. SUBMISSION OF BIDS

1. DATE AND TIME

Bids must be received in the Authority's office at or before 11:00 a.m. on June 13, 2023.

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

Bids will be publicly opened in the Authority's Administration and Contracts office at the submission time indicated above.

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: Monique Touch, Sr. Contracts Administrator**

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: Monique Touch, Sr. Contracts Administrator**

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. 3-2555 "Lot Sweeping Services"

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.

H. 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.

I. 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.

J. 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.

K. DELIVERY

See Scope of Work for Service Locations.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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. The term of the Agreement will be for two (2) years.

Q. AUTHORITY'S RIGHTS

1. The 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. The 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. The 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. The Authority reserves the right to investigate the qualifications of any Bidder, and/or require additional evidence of qualifications to perform the work.

R. 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.

S. FORMS

1. BID FORM – EXHIBIT A

The 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 C

Bidder must provide all the information requested in this form.

3. 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.

4. LIST OF SUBCONTRACTORS FORM – EXHIBIT E

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".

5. CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM – EXHIBIT F

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this IFB and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one (1)** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

T. PREVAILING WAGES

Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid.

The awarded contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations

shall monitor and enforce compliance with applicable prevailing wage requirements for the contract. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. Bidder is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

A bid submitted by a contractor or subcontractor will not be accepted or entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

U. 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: SCOPE OF WORK

SCOPE OF WORK

LOT SWEEPING SERVICES

General

The Contractor shall furnish services, equipment and materials as specified for sweeping, blowing, vacuuming, complete cleaning and removal of all debris from the entire paved parking lots and vehicle driveways at all the Orange County Transportation Authority (Authority) facilities.

A. EQUIPMENT AND SUPPLIES

The Contractor shall furnish all necessary equipment, labor, fuel and materials, including but not limited to brush and vacuum mounted mobile sweepers and portable backpack type blowers. All equipment shall be adequately maintained and must be fully operational.

Contractor must have a minimum of one (1) spare sweeping vehicle available to avoid any disruption to the Attachment 1, Sweeping Schedule.

Contractor must comply with the South Coast Air Quality Management District (SCAQMD) Rule 1186.1, Less Polluting Sweepers, by providing sweepers that only use alternative-fuels.

B. Equipment Capabilities

Equipment used by the Contractor must be capable of removing oil-soaked absorbent material, small metal objects, gravel and granular material as well as paper and lightweight trash/debris.

Equipment must feature a satisfactory dust control system and magnetic pickup capabilities (i.e. nuts, bolts, screws, nails, etc.). Magnet bars must be adjusted no more than 2" from level ground unless surface of ground is too uneven to accommodate, at which time adjust to appropriate height until ground is level again.

If vacuum mounted mobile sweeper trucks cannot fit in required areas, i.e. Anaheim parking structure, some other means of removing debris with dust control must be used.

C. Litter under Parked Buses and/or Cars

Litter on pavement under and around parked buses and/or cars shall be moved by blowers into open area so the sweeper can collect it.

D. Proposed Staffing

For quality control purposes, the Contractor shall provide the same staff for all Authority facilities for the duration of the contract. Exceptions will be allowed only in writing, twenty (24) hours in advance, to the Authority's Section Manager of Facilities.

E. Trash and Debris

All trash and debris from the sweeping operations shall be removed from the premises and disposed of legally. Trash removal is to include all types of paper which has been blown on the fence line and walls of property which OCTA is responsible for. The cleaning of all cigarette butts and other foreign objects in and around gutters and paths of storm water runoff must also be cleaned at the time of every service.

F. Service Verifications Form

Contractor must complete Attachment 2, Verification of Work form (VOW) and obtain signed by the Authority's Coordinator at each facility, every time the sweeping is done. For Park-and-Ride and transportation centers where OCTA staff is not present during sweeping hours, VOW forms shall be delivered to Authority staff for signature. VOW forms must be submitted with every invoice. If a VOW form is not submitted after every service, a penalty will be imposed. The penalty will be \$100.00 per verification omitted.

G. Locations:

This is a listing of all structures, Maintenance/Operation Bases, Transit Centers/Terminals and Park-and-Ride complexes controlled by the Authority. The total acreage of all properties is given as well as the approximate building sizes. The area to be swept should be approximately equal to the area of the lot less the area of the building(s) on said lot, if any.

1. Garden Grove Maintenance and Operations (Base 4)

Address: 11800 Woodbury Road, Garden Grove, CA 92843 (Operations)
11790 Cardinal Circle, Garden Grove, CA 92843 (Maintenance)

Land: 13.6 acres

Occupancy

Hours: The Maintenance buildings are occupied 24 hours per day 7 per week (Note) Fuel Service, Brake Check and Bus Wash buildings have heavy occupancy from 5:00 PM – 2:30 AM daily.

Bus Operations Hours: 4:00 AM – 12 Midnight, 7 days per

week.

Buildings: Two Story, 38,000 square foot maintenance building including equipment related to bus maintenance.

One story, 9,300 square foot operations building

One story, 1,200 square foot tire shop

One story, 2,550 square foot masonry brake-check building

One story, 3,450 square foot masonry fuel station building

One story, 3,550 square foot bus wash and steam cleaning station

Single story, 1,600 square foot Facilities Maintenance

Parking: 270 Buses and 446 Cars on paved surface

2. Garden Grove Annex

The Garden Grove Annex is considered a part of the Garden Grove Maintenance and Operation Base Complex.

Address: 11800 Woodbury Road, Garden Grove, CA 92843

Building: Approximately 20,000 sq. ft.

Occupancy

Hours: 4:00 AM – Midnight, 7-days per week

3. Irvine Sand Canyon Maintenance and Operations (Base 7)

Address: 14736 Sand Canyon Road, Irvine, CA 92618
(Maintenance)
6671 Marine Way, Irvine, CA 92618 (Operations)

Land: 13.2 Acres

Occupancy

Hours: The Maintenance buildings are occupied 24 hours per day 7 per week (Note) Fuel Service, Brake Check and Bus Wash buildings have heavy occupancy from 5:00 PM – 2:30 AM daily

Bus Operations Hours: 4:00 AM – 12 Midnight, 7 days per week

Buildings: Two Story 43,700 square foot steel frame and masonry maintenance building

One story 8,400 square foot operations building (located behind Maintenance Base on Marine Way)

One story 3,500 square foot bus fueling and bus interior vacuum station.

One story 3,600 square foot brake check building

One story 3,600 square foot bus wash building.

One story 2,500 square foot parts storage building

Parking: 232 buses and 343 cars on paved surface

4. Irvine Access Road to Maintenance and Operations Buildings

Address: 6671 Marine Way, Irvine California, 92618
This road is located off Marine Way and is the access to the Authority's Bus Operations Building and the Cal Trans maintenance site gate.

Land: 27,492 square ft., includes curbs, gutters and shoulders from fence to fence

5. Anaheim Maintenance and Operations (Base 6)

Address: 1717 E. Via Burton, Anaheim, CA 92806

Land: 10.5 Acres

Occupancy

Hours: The Maintenance buildings are occupied 24 hours per day 7 per week (Note) Fuel Service, Brake Check and Bus Wash buildings have heavy occupancy from 5:00 PM – 2:30 AM daily.

Bus Operations Hours: 4:00 AM – 12 Midnight 7 days per week

Buildings: Two Story, 47,000 square foot masonry maintenance building

Split level 11,600 square foot masonry operations building

One story, 3500 square foot masonry brake-check building

One story, 3,500 square foot masonry fuel station building

One story, 4,600 square foot masonry bus wash building

Parking: Parking for 220 buses on a paved surface and 250 autos in an 82,000 square foot parking structure

6. Santa Ana Maintenance and Operations (Base 1)

Address: 4301 Mac Arthur Boulevard, Santa Ana, CA 92704

Land: 20.0 Acres

Occupancy

Hours: The Maintenance buildings are occupied 24 hours per day 7 per week (Note) Fuel Service, Brake Check and Bus Wash and Detailing buildings have heavy occupancy from 5:00 PM – 2:30 AM daily.

Bus Operations Hours: 4:00 AM – 12 Midnight 7 days per week

Buildings: One story, 90,945 square foot Maintenance building

One story, 111,893 square foot Operations building

One story, 18620 square foot Fuel/Vacuum/Brake Check/Tire building

One story, 6,075 square foot Detailing/Cleaning Station building

One story, 2,763 square foot Storage Structure

Parking: 293 buses and 445 autos on paved surface

7. Irvine Construction Circle Maintenance and Operations

Address: 16281 Construction Circle West, Irvine, CA 92606

Land: 9.1 acres

Occupancy: The Bus Operations building is occupied by four (4) different Divisions, 7 days a week from 4:30 am to 11:00 pm.

Buildings: This building is separated into four (4) separate areas totaling up to over 37,000 square feet.

Operations area: 15,000 sq. ft.

Maintenance area: 16,350 sq. ft.

Fuel Island area: 4,100 sq. ft.

Bus Wash area: 1,500 sq. ft.

Parking: 275 Small bus stalls and 282 cars on paved surface.

8. Fullerton Park and Ride

Address: 3000 West Orangethorpe Ave. Fullerton, CA. 92833

Land: 11.1 Acres

Occupancy: 4:30 AM – 11:00 PM, 7 days per week

Parking: 785 regular and 30 handicapped automobiles.

9. Laguna Beach Transportation Terminal

Address: 375 Broadway, Laguna Beach, CA. 92651

Land: .44 Acres

10. Laguna Hills Transportation Center

Address: 24282 Calle De Los Caballeros, Laguna Hills, CA.
92653

Land: 2.3 Acres

Occupancy: 4:30 AM – 11:00 PM, 7 days per week

Parking: 100 automobiles

11. Newport Beach Transportation Center

Address: 1550 Avocado, Newport Beach, CA. 92660

Land: 2.8 Acres

Occupancy

Hours: 4:30 AM – 11:00 PM 7 days per week

Parking: 75 automobiles.

12. Golden West Transportation Center

Address: 7301 Center, Huntington Beach, CA. 92647
7401 Center, Huntington Beach, CA 92647

Land: 2.7 Acres and 1.5 Acres

Occupancy

Hours: 4:30 AM – 11:00 PM 7 days per week

Parking: 124 automobiles and 204 automobiles.

13. Brea Park and Ride

Address: Lambert and State College Blvd., Brea CA 92821

Land: Approximately 35,000 square feet

Parking: 85 automobiles

14. Fullerton Transportation Center

Address: 123 South Pomona, Fullerton, CA. 92832

Occupancy

Hours: 4:30 AM – 11:00 PM, 7 days per week.

ATTACHMENT 1

SWEEPING SCHEDULE

Sweeping service shall be performed as written below. The Authority's Section Manager of Facilities Maintenance or designee, must first approve any changes to this established schedule in writing. All sweeping operations must comply with local jurisdiction's noise restrictions.

Sweep locations twice per week during times listed:

<u>Location</u>	<u>Days of the Week</u>	<u>Hours:</u>
Brea Park and Ride	Monday, Thursday	9:00 PM – 10:00 PM
Laguna Hills Transportation	Monday, Thursday	10:00 PM – 11:00 PM
Irvine Sand Canyon Base, Bus Operations & Access Road	Monday, Thursday	10:30 PM – 11:59 PM
Garden Grove Annex, Bus Operations	Tuesday, Friday	12:01 AM – 2:00 AM
Santa Ana Base, Operations	Tuesday, Friday	2:00 AM – 2:30 AM
Anaheim Base, Parking	Tuesday, Friday	2:30 AM – 3:00 AM
Fullerton Transportation	Tuesday, Saturday	2:30 AM – 3:00 AM
Fullerton Park and Ride	Tuesday, Saturday	3:00 AM – 4:00 AM
Newport Beach Transportation	Tuesday, Saturday	3:00 AM – 4:00 AM
Goldenwest Transportation	Tuesday, Saturday	5:00 AM – 6:00 AM
Laguna Beach Transportation	Tuesday, Saturday	7:00 AM – 10:00 AM
Garden Grove Base, Bus Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM
Santa Ana Base, Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM
Anaheim Base, Bus Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM

Irvine Sand Canyon Base Bus Maintenance Yard	Monday, Thursday	8:00 AM – 2:00 PM
Irvine Construction Circle Base, Maint. Yard	Monday, Thursday	8:00 AM – 10:00 AM
Irvine Construction Circle Base, Operations	Monday, Thursday	12:00 AM – 2:00 AM

This is a proposed schedule and may be revised with the approval of the Manager of Facilities Maintenance.

ATTACHMENT 2



VERIFICATION OF WORK

Facilities Maintenance Contractors

- ☐ Administration Building (*Orange*)
- ☐ Anaheim (*Base 6*)
- ☐ Garden Grove (*Base 4*)
- ☐ Irvine Sand Canyon (*Base 7*)
- ☐ Irvine Construction Circle (*Base 2*)
- ☐ Santa Ana (*Base 1*)
- ☐ Brea Park & Ride
- ☐ Fullerton Park & Ride
- ☐ Fullerton Transportation Center
- ☐ Golden West Transportation Center
- ☐ Laguna Beach Transportation Center
- ☐ Laguna Hills Transportation Center
- ☐ Tustin Transportation Center
- ☐ Newport Beach Transportation Center

Date: _____

Time In: _____

Time Out: _____

OCTA WO #: _____

Name of Contractor: _____

Description of Work: _____

This is to verify that _____ persons were on duty this date and that all services, as called
Number
for in the contract were actually performed.

Signed: _____
Contractor's Representative

Verified: _____
OCTA's Representative

SECTION III: PROPOSED AGREEMENT

AGREEMENT NO. C-3-2555

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 20__ ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide services; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONTRACTOR wishes to perform these services; and

WHEREAS, the AUTHORITY's Board of Directors approved this Agreement on _____;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any terms or conditions of this Agreement shall not be construed as a waiver or

relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through August 14, 2025, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONTRACTOR on a firm fixed price basis in accordance with the following provisions.

B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph **Error! Reference source not found.** of this Article until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's final acceptance of CONTRACTOR's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph **Error! Reference source not found.**

C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-3-2555
2. Specify the effort for which payment is being requested;
3. Signed Verification of Work form
4. The time period covered by the invoice;

5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Monthly Progress Report;
7. Weekly certified payroll for personnel subject to prevailing wage requirements;
8. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
9. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be Dollars (\$.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Monique Touch

Title:

Title: Senior Contracts Administrator

Phone:

Phone: (714) 560 - 5083

Email:

Email: mtouch@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR 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, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;

3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-3-2555 and, the Senior Contract Administrator's Name, Monique Touch.

D. CONTRACTOR shall also include in each subcontract, the stipulation that Subcontractors shall maintain insurance coverage in the amounts required of CONTRACTOR as provided in the Agreement. SubContractors will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of IFB ; (3) CONTRACTOR's proposal dated ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the Agreement as changed.

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be the final and conclusive administrative decision.

B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. 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.

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONTRACTOR shall

have no further claims against AUTHORITY under this Agreement.

B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

ARTICLE 14. INDEMNIFICATION

A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents (indemnities) 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 CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of

Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONTRACTOR 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 CONTRACTOR'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 0 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This

disclosure requirement is for the entire term of this Agreement.

B. If the AUTHORITY determines that CONTRACTOR, its employees, or subContractors are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), CONTRACTOR and its required employees and subContractors shall complete and file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board disclosing all required financial interests.

ARTICLE 18. CODE OF CONDUCT

CONTRACTOR agrees 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. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime Contractor or subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR 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.

ARTICLE 22. PROHIBITED INTERESTS

CONTRACTOR 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.

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

ARTICLE 24. HEALTH AND SAFETY REQUIREMENT

CONTRACTOR shall comply with all the requirements set forth in Exhibit G, Level 2 Safety Specifications.

ARTICLE 25. LIMITATION ON GOVERNMENTAL DECISIONS

CONTRACTOR shall not make, participate in making, or use its position to influence any governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq., and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq. CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

ARTICLE 26. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2555 to be executed as of the date of the last signature below.

/

/

/

/

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Johnny Dunning, Jr.
Chief Operating Officer, Operations

SECTION IV: BID PACKAGE

SECTION IV. BID PACKAGE

The Bidder must 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

Bidder must complete the Bid Form and affirm that the Bid Form statements are true and correct.

EXHIBIT B. PRICE SUMMARY SHEET

Bidder must provide all the information requested in this form.

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

Bidder shall complete and submit Exhibit D, per the instructions set forth in Section I "Instructions to Bidders".

EXHIBIT E: LIST OF SUBCONTRACTORS

Bidder shall complete and submit Exhibit E, per the instructions set forth in Section I "Instructions to Bidders".

EXHIBIT F: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Bidder shall complete and submit Exhibit F, per the instructions set forth in Section I "Instructions to Bidders".

EXHIBIT A: BID FORM

BID FORM

INVITATION FOR BIDS NUMBER: 3-2555

DESCRIPTION: LOT SWEEPING SERVICES

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 SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

Effective upon execution by both parties through August 14, 2025, for the Authority's requirements as specified in Section II entitled, "Scope of Work", and Exhibit B entitled "Price Summary Sheet."

Prices quoted shall remain firm for the term of the Agreement.

Enter on the Price Summary Sheet the price for each of the locations described in the Scope of Work, Section II. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price agreement.

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

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET - LOT SWEEPING SERVICES

Enter below the proposed price for each service location described in the Scope of Work, Section II. Prices shall include direct costs, indirect costs, and profits. Authority's intention is to award a contract with monthly firm-fixed pricing over a two-year term. Awarded Contractor shall provide services twice (2x) per month at the Service Locations listed below.

Two (2) Year Term: August 15, 2023 through August 14, 2025

LINE ITEM NO.	SERVICE LOCATIONS	MONTHLY RATE: 8/15/23 - 8/14/24	MONTHLY RATE: 8/15/24 - 8/14/25	EXTENDED COST
1	Garden Grove Maintenance and Operations (Base 4)	\$	\$	\$
2	Garden Grove Annex	\$	\$	\$
3	Irvine Sand Canyon Maintenance and Operations (Base 7)	\$	\$	\$
4	Irvine Access Road to Maintenance and Operations Buildings	\$	\$	\$
5	Anaheim Maintenance and Operations (Base 6)	\$	\$	\$
6	Santa Ana Maintenance and Operations (Base 1)	\$	\$	\$
7	Irvine Construction Circle Maintenance and Operations	\$	\$	\$
8	Fullerton Park-and-Ride	\$	\$	\$
9	Laguna Beach Transportation Center	\$	\$	\$
10	Laguna Hills Transportation Center	\$	\$	\$
11	Newport Beach Transportation Center	\$	\$	\$
12	Golden West Transportation Center	\$	\$	\$
13	Brea Park-and-Ride	\$	\$	\$
14	Fullerton Transportation Center	\$	\$	\$
TOTAL:		\$	\$	\$

EXHIBIT C: INFORMATION REQUIRED OF BIDDERS

INFORMATION REQUIRED OF BIDDER

The 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:
10. List at least three project references for services rendered in the last two years:

Type of Service/Product	Date Completed	Name and Address of Owner	Contact Name and Phone Number	Total Cost

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

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

EXHIBIT E: LIST OF SUBCONTRACTORS FORM

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				\$

Bidder's Name: _____

EXHIBIT F: CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Gene Hernandez, Chairman
Tam Nguyen, Vice Chairman
Doug Chaffee, Director
Jose Diaz, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Brian Goodell, Director
Patrick Harper, Director
Michael Hennessey, Director
Steve Jones, Director
Fred Jung, Director
Farrah N. Khan, Director
Jessie Lopez, Director
Vicente Sarmiento, Director
Donald P. Wagner, Director

EXHIBIT G: HEALTH, SAFETY AND ENVIRONMENT SPECIFICATIONS

LEVEL 2 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

EXHIBIT H: BID OPENING SIGN-IN SHEET

EXHIBIT H

BID OPENING SIGN-IN SHEET

IFB Number: IFB 3-2555

IFB Title: "LOT SWEEPING SERVICES

Bid Opening Date and Time: June 13, 2023, 11:00 a.m.

Name of Attendee: _____

Firm Name: _____