

AFFILIATED AGENCIES

Orange County Transit District

Local Transportation Authority

Service Authority for Freeway Emergencies

Consolidated Transportation Service Agency

Congestion Management Agency

> Service Authority for Abandoned Vehicles

May 24, 2023

Ladies/Gentlemen:

SUBJECT: REQUEST FOR QUOTATION (RFQ) 3-2557 "SIGNS AND BANNERS"

The Orange County Transportation Authority requests quotes for signs and banners, on an as requested basis, no guaranteed usage. The budget for this effort is \$30,000 for a two (2)-year term.

Quotes must be submitted on Exhibit C, entitled "Price Summary Sheet" at or before 11:00 a.m., June 19, 2023 and sent via email to thunter@octa.net and specify the following on the subject line:

"RFQ 3-2557: "Signs and Banners"

Quotes received after the date and time specified will not be accepted. Questions, requests for comments, and clarifications shall be submitted in writing to thunter@octa.net no later than 5:00 p.m., May 30, 2023. On the Email subject line, please specify: "RFQ 3-2557 - Written Questions". Responses will be posted no later than June 5, 2023.

All firms 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/.

The successful firm will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit D, entitled "Insurance," Exhibit E, entitled "Safety Specifications" and Exhibit F, entitled "General Provisions," which by this reference are incorporated herein. An award will be made to the lowest, responsive and responsible firm and shall be on a lump sum basis. Firms who do not bid on all items on the Price Summary Sheet shall be deemed "Non-Responsive" and will not be considered for award.

Any contract or purchase order awarded as a result of this RFQ 3-2557 will be issued to the overall lowest, responsive and responsible firm. If you have any questions, I can be reached via email at thunter@octa.net.

Enclosures:

Exhibit A – Scope of Work

Exhibit B – Quotation Form

Exhibit C – Price Summary Sheet

Exhibit D – Insurance Requirements

Exhibit E – Safety Specifications

Exhibit F - General Provisions

SCOPE OF WORK

Signs and Banners

1.0 **GENERAL REQUIREMENTS:**

The Orange County Transportation Authority (Authority) will be utilizing the services of a Contractor to manufacture and deliver new signs and banners on an as-needed basis. The signs and banners used by Authority can range in size, lettering, dimension and construction materials.

Signs and banners are used to clearly communicate vital information to Authority personnel, public, vendors, and Authority guests. In addition, signs and banners can be a direct link to Authority's overall corporate identification, and project an image of efficient and quality transportation services.

2.0 **QUALIFICATIONS OF CONTRACTOR:**

- 2.1 The Contractor shall fabricate Authority signs and banners at its own facilities. Work will not be subcontracted without written approval from the Authority.
- 2.2 Facilities shall be capable of printing signs and/or banners on multiple forms of media such as but not limited to metal, vinyl, paper, plastic, PVC, etc.
- 2.3 Contractor shall provide paper or digital media drafts / proofs of all signs and banners to Authority for review and approval prior to manufacturing of the order. All drafts / proofs shall have appropriate sign, banner and lettering dimension indicated.
- 2.4 All materials used in the fabrication of signs and banners are subject to inspection by Authority personnel at the Contractor's place of manufacture. Authority personnel shall have reasonable access to the facilities during all times at which Authority signs are under fabrication. The Authority reserves the right to conduct a final inspection of finished signs prior to delivery.
- 2.5 Contractor shall, at a minimum, have facilities capable of fabricating, packing, and delivering signs and banners within a two (2) week period (after receipt of order).
- 2.6 Contractor shall have a facility within fifty (50) miles of the Authority's location, capable of providing Will Call pick up service as needed by the Authority.
- 2.7 The Contractor shall not have a minimum or maximum order requirements with signs and/or banners ordered.

3.0 **SIGN AND BANNERS MATERIALS:**

- 3.1 All units or parts shall conform in material, design, or workmanship to the best practice in the industry. All parts shall be new. **Used, reconditioned, or obsolete parts will not be accepted.** Any one unit furnished shall be an exact duplicate in manufacture and design and construction to the other units of the same type in this contract.
- 3.2 Signage and banners shall be durable so not to be affected by weather or oil.
- 3.3 Aluminum sign thickness may vary as needed by Authority, however .125 will be the most common size used.
- 3.4 3M High Intensity Prismatic Reflective Sheeting shall be utilized in the manufacturing of signs. The sign substrate should be properly prepared ensuring the 3M high intensity prismatic sheeting has long-term reflectivity and durability.
- 3.5 Metal panels shall be cut to size and shape and shall be free of buckles, warps, dents, cockles, burrs, and other defects.
- 3.6 All finished signs and banners shall have smooth, flat surfaces without defects or objectionable marks of any kind on either the front or back faces. All letters and designs shall be clearly cut and sharply defined.
- 3.7 Upon notification of failure, Contractor shall remedy any defects without cost to the Authority.
- 3.8 All signs shall be packaged in a manner to insure perfect condition. Signs shall be packaged in bundles or packages not to exceed 50 lbs. When shipping signs and/or banners to the Authority, they must be shipped via UPS or FedEx. Please ship sign orders to:

QUOTATION FORM

REQUEST FOR QUOTES (RFQ):	3-2557
DESCRIPTION OF WORK:	Signs and Banners
BIDDER'S NAME AND ADDRESS	
NAME OF AUTHORIZED REPRESENTATIVE	
TELEPHONE NUMBER	
EMAIL ADDRESS	
Blanket Purchase O	<u>rder</u>
Effective July 1, 2023 through June 30, 2025 for a twan Transportation Authority requirements, on an as-neede and banners, as specified in Exhibit B, entitled Price S Price Summary Sheet us a ransom sampling if the type purchase, however is not limited to only those items listed term of the Blanket Purchase Order.	d basis, no guaranteed usage for signs ummary Sheet". The items listed on the es of parts & materials the Authority will
Firm agrees to the terms and conditions as stated in Exhib "Safety Specifications" and Exhibit F, entitled "General incorporated herein. An award will be made to the lowest, ro on a lump sum basis. Firms who do not bid on all items on "Non-Responsive" and will not be considered for award	Provisions," which by this reference are esponsive and responsible firm and shall be
<u>Evaluation for Award</u> Prices shall include direct costs, indirect costs, shipping, be paid by the Authority.	and profit. Any costs not stated will not
All freight costs to be included in the Bidder's price	as terms shall be F.O.B, Destination.
The Authority shall award to the lowest, responsive, resp	onsible Firm.
Firm must quote all items on Exhibit C, Price Summary Sh	neet, or shall be deemed non-responsive.
This quotation shall remain firm fordays (Minimum 120)	from the date of quote.

Enter below the proposed price for the signs described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a firm-fixed price blanket purchase order effective for a two (2) year term.

						YEAR ONE 7/1/23-06/30/24		YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Stop	White lettering on red vinyl	12 guage aluminum	22"X22"	STOP				
2	Speed limit sign, 10MPH	Black lettering on white vinyl	12 guage aluminum		LIMIT 10				
3	Eyewash Station	White vinyl lettering on green vinyl	.055 plastic.						
4	NO SMOKING THIS AREA	Red lettering on white vinyl	.055 plastic	10"X14"	NO SMOKING THIS AREA				
5	NO PARKING ANY TIME	Red lettering on white vinyl	12 guage aluminum	18"X12"	PARKING ARKING TIME				
6	NO PARKING	Red lettering on white vinyl	12 guage aluminum	9"X12"	PARKING				
7		White and Black lettering on Black, White, and Red vinyl	.055 plastic	10"X14"	BATTERY CHARGING AREA				
8		Black and White Lettering on Black, White, and Red vinyl	.055 plastic	10"X14"	BAYTERY BUTTERY BUTTERY BUTTERY MO SMOKING				
9	GOOD BATTERIES	White lettering on Green vinyl	.055 plastic	10"X14"	GOOD BATTERIES				
10	DEAD BATTERIES DO NOT USE	White lettering on Red vinyl	.055 plastic	10"X14"	BOTHORS OF HOT LINE				
11	ALL NEW BATTERIES MUST BE DATE STAMPED AND ISSUED BY PARTS DEPARTMENT	Black lettering on white vinyl	.055 plastic	12"X24"	ALL REVERSET TERRIES MIST DE OTT EMPED AND ISSUED BY PARTS DEPARTMENT				
12	CAUTION WEAR EYE PROTECTION	Black and Yellow lettering on Black and Yellow vinyl	.055 plastic	10"X14"	GAUTION WEAR EYE PROTECTION				
13	THINK SAFETY FIRST	White and Black lettering on White vinyl	14 gauge aluminum	10"X14"	THINK SAFETY FIRST				
14		Black numbers on White, Blue, Red and Yellow vinyl (1,2, and 4)	14 gauge aluminum	11"X11"	241				
15		Black numbers on White, Blue, Red and Yellow vinyl (1,2, and 4)	14 gauge aluminum	16"X16"	241				
16	SPRINKLER RISER INSIDE	White lettering on Red vinyl	14 gauge aluminum	7"X10"	SPRINKLER RISER INSIDE				

RFQ 3-2557

EXHIBIT B

						YEAR ONE 7/1/23-06/30/24		YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
17	FIRE EXTINGUISHER	White letters on white vinyl	20 guage aluminum	18"X4"					
18	FIRE EXTINGUISHER	Red lettering on white arrow on red vinyl	.055 plastic	10"X7"					
19	FIRE EXTINGUISHER	Red lettering on white arrow on red vinyl	.055 plastic	24"X4"	THE STATE OF THE S				
20	Eyewash station (picture only- no letters)	White picture on Green Vinyl	.055 plastic	11"X8"					
21	NO ADMITTANCE AUTHORIZED PERSONNEL ONLY	Black lettering on white vinyl	14 gauge aluminum	14"X20"	ADMITANCE AUTHORIZED PERSONNEL ONLY				
22	NO UPS	White lettering on Red vinyl	14 gauge aluminum	10"X14"	NO UPS.				
23	SHIPPING AND RECEIVING FOR SERVICE PLEASE RING BELL	White lettering on Blue vinyl	.055 plastic	18"X28"	SHIPPING & RECEIVING FOR SERVICE PLEASE MING BELL				
24	MAINT. SHOP	Red lettering on white vinyl	14 gauge aluminum	36"X48	MAINT. SHOP				
25	BUS OP'S	Red lettering on white vinyl	14 gauge aluminum	36"X48"	BUS OP'S				
26	TIRE SHOP	Red lettering on white vinyl	14 guage aluminum	24"X36"	TIRE				
27	FACILITY MAINT.	Red lettering on white vinyl	14 gauge aluminum	36"X48	FACILITY MAINT.				
28	NO TRESPASSING THIS PROPERTY IS UNDER 24 HOUR SURVEILLANCE	Black letter plus picture on white vinyl	14 guage aluminum	24"X18	TRESPASSING TRESPASSING TRESPASSING TRESPASSING				
29	SHIPPING & RECEIVING	Red lettering on white vinyl	14 gauge aluminum	36"X48"	SHIPPING &				
30	Bay Numbers 1-19	Black lettering on white vinyl	14 gauge aluminum	24"X24"	12				
31	DO NOT PLACE WHITE PRINTER PAPER IN BINS ONLY BROKEN DOWN CARDBOARD	Black lettering on Green vinyl	14 gauge aluminum	18"X24"	BO HOT PLACE WHET PRINTER MAP ER WHET PRINTER MAP ER CARDEIOARD I				
32	LOCKER FOR ROAD CALL VEHICLE	Red lettering on white vinyl	14 gauge aluminum	18"X24"	LOCKER FOR ROAD. FOR ROAD. VEHICLE				
33	EMERGENCY EXIT ONLY	Red lettering on white vinyl	.055 plastic	22 3/8" X 22 3/8 "	EMERGENCY EXIT ONLY				

RFQ 3-2557

EXHIBIT B

						YEAR ONE 7/1/23-06/30/24		YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
34	OCTA Logo/ Staff Only/Beyond This Point	White background with Blue & Red Letters	14 gauge aluminum	0.003	STOP COLLY ELTONO TIME POINT				
35	BASE MANAGER	Blue lettering on white vinyl	12 gauge aluminum	12"X47"	BASE MANAGER				
36	STAFF PARKING	Blue lettering on white vinyl	12 gauge aluminum	12"X47"	STAFF PARKING				
37	FACILITIES PARKING	Blue lettering on white vinyl	12 gauge aluminum	12"X47"	FACILITIES PARKING				
38	FOOD & BEVERAGES will not be consumed in the shop area. Food in unsealed open or unprotected containers will not be stored in the shop area. OSHA reg 1910.141(9)(2)	White lettering on Green vinyl	16 gauge aluminum	10"X14"	PCOS AND BEVERACES William Strong AT 95. Charles and Annual Ann				
39	ALL VISITORS PLEASE CHECK-IN WITH MAINTENANCE SUPERVISOR	Black lettering on white vinyl	12 gauge aluminum	18"X24"	ALL VISITORS PLEASE CHECK-BE WITH MAN HANGE SUPERVISOR				
40	OCTA FLEET VEHICLE PARKING ONLY VIOLATORS SUBJECT TO TICKETING & TOWING cvc21113A	Black lettering on white backround	14 gauge aluminum	18"X24"	OCT. FLEET PARKING COLY VOLATORS SUBJECT TO PICKETING & TOWNIG CUCCITA				
41	MAX AMP OUTPUT 30 AMPS REFRIGERANT RECLAIM SYSTEM ONLY	Black lettering on Red vinyl	14 gauge plastic	11"X8.5"	COTPUT 3D AMPS 85 AMPS				
42	DANGER UNSAFE WATER	White lettering on Black vinyl	14 gauge aluminum	10"X14"	DANGER .				
43	CAUTION WATCH YOUR STEP	Black and Yellow lettering on Black and Yellow vinyl	14 gauge aluminum	7"X10"	CAUTION WATCH TOUR STEP X				
44	CAUTION DO NOT ENTER	Black and Yellow lettering on Black and Yellow vinyl	14 gauge aluminum	7"X10"	DO NOT ENTER				
45	EMERGENCY EXIT	Red lettering on white vinyl	14 gauge aluminum	12"X12"	EXIT				
46	CAUTION OPEN DOOR SLOWLY	Red lettering on white vinyl	16 gauge aluminum	12"X18"	CAUTION OPEN DOOR SLOWLY				
47	NOTICE KEEP THIS DOOR CLOSED	Black and White lettering on Blue and White vinyl	16 gauge plastic	10"X14"	NOTICE KEEP THIS DOOR CLOSED				
48	ALARMED DOOR EMERGENCY EXIT ONLY	White lettering on Red vinyl	20 gauge aluminum	14"X20"	ALARMED DOOR EMERGENCY EXIT ONLY				
49	DANGER ELECTRICAL EQUIPMENT AUTHORIZED PERSONNEL ONLY	White and Black lettering on White vinyl	18 awg plastic	7"X10"	ELECTRICAL SOLUTIONS PERSONNEL ONLY				

							AR ONE 3-06/30/24	YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
50	DANGER CONFINED SPACE ENTER BY PERMIT ONLY	Black lettering on white vinyl	.055 plastic	7"X10"	DANGER COMMON DANKE PRIMAR CHAP				
51	DANGER THIS EQUIPMENT STARTS AUTOMATICALLY	Black lettering on white vinyl	.055 plastic	7"X10"	DANGER THE COUNTRY ATTENDED ATT				
52	THE ROLL UP DOOR LOCKED PLEASE	Black lettering on white vinyl	.055 plastic	12"X18"	THE ROLL UP BOON LOOKED PLANE CALL THE ACCESSOR THEODO-SHOT TO CARE ACCESS VACUITIES MARTENANCE DEPT.				
53	WINDOW CLEANING STATION	Red lettering on White metal	16 gauge aluminum	24"X36"	WINDOW CLEANING STATION				
54	WARNING NO SIPHONING HOSES OF ANY	White lettering on Red vinyl	14 gauge aluminum	12"X24"	WARDENG COMMENTS OF THE PROPERTY OF THE PROPER				
55	MCV ELECTRICAL CONNECTION	Blue lettering on white vinyl	12 gauge aluminum	10"X14"	MGV ELECTRICAL CONNECTION				
56	MCV COMMUNICATIONS	Blue lettering on white vinyl	12 gauge aluminum	14"X20"	COMMUNICATIONS/				
57	DANGER NO SMOKING WITHIN 50 FEET	Black & Red lettering on White metal	12 gauge aluminum	14"X20"	MORMOSHIN				
58	METHANE DETECTION TEST SWITCH	White lettering on Blue vinyl	.055 plastic	6"X9"	METHANE DETECTION TEST SWITCH				
59	EMERGENC PROPANE SHUT-OFF SWITCH	White lettering on Red metal	16 gauge aluminum	12"X14"	Pandana -				
60	NO RADIOS ALLOWED AT FUEL ISLAND	Black & Red lettering on White vinyl	.055 plastic	9"X15"	ALLONDO COLUMNIO DE LA COLUMNIO DE L				
61	NO SMOKING STOP MOTOR FLAMMABLE GAS NO OPEN	Red lettering on white vinyl	12 gauge aluminum	36"X64"					
62	CAUTION HAZARDOUS WASTE STORAGTE AREA UNAUTHORIZED PERSONS KEEP OUT	Yellow & Black lettering on Black & Yellow plastic	.055 plastic	10"X14"	CAUTION PREMIOR BUT! B				
63	DELIVERIES (with red arrow)	Red lettering plus arrow on White metal	18 gauge aluminum	24"X36"	DELIVERIES				
64	VENT USE ONLY	Red lettering on white vinyl	14 gauge aluminum	12"X12"	VENT USE ONLY				
65	EMERGENCY SUPPLIES	White lettering on Red vinyl	.055 plastic	6"X14"	EMERGENCY SUPPLIES				

							AR ONE 3-06/30/24	YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
66	EMERGENCY EVACUATION ASSEMBLY AREA	Red and White lettering on Red vinyl	12 gauge aluminum	18"X24"	EM ERGENCY EV CUATION A SEMBLY AREA				
67	PARKING ONLY (handicap logo)	White lettering on Blue vinyl	14 gauge aluminum	18"X12"	PARTING				
68	PARKING ONLY VAN ACCESSABLE (handicap logo)	White lettering on Blue vinyl	14 gauge aluminum	18"X12"	PARKING ONLY VAN VAN				
69	MIRROR ADJUSTING WINDSHIELD CLEANING STATION	Red lettering on white vinyl	14 gauge aluminum	36"X36"	MORNION ADJUSTMEN OF THE PROPERTY OF THE PROPE				
70	NO LEFT TURN	Black lettering on white vinyl	14 gauge aluminum	30"X36"	NO LEFT TURN				
71	STOP	White lettering on Red vinyl	12 gauge aluminum	24"X24"	STOP				
72	1 THRU 5	White lettering on Blue vinyl	12 gauge aluminum	30"X24"	174 THRU 184				
73	57 LAY OVER STALL 213	White lettering on Blue vinyl	14 gauge aluminum	30"X24"	Lor over				
74	57 LAY OVER STALL 212	White lettering on Blue vinyl	14 gauge aluminum	30"X24"	S7 Lar cen				
75	57 LAY OVER ARTIC BUS STALL ONLY	White lettering on Blue vinyl	14 gauge aluminum	30"X24"	57 Let our				
76	NO OVERNIGHT PARKING	Red lettering on white and red vinyl	14 gauge aluminum	36"X24"					
77	HEAD IN PARKING ONLY	Red lettering on white and red vinyl	14 gauge aluminum	6"X18"	PARKING ONLY				
78	SPEED LIMIT 5	Black lettering on white vinyl	12 gauge aluminum	12"X18"	(5)				
79	OCTA NOT RESPONSIBLE FOR BROKEN INTO OR etc	Red lettering on white vinyl	12 gauge aluminum	24"X36"					
80	FIRE HOSE	White lettering on Red and White vinyl	14 gauge aluminum	8"X12"					
81	TRILLIUM CNG AUTHORIZED PERSONNEL ONLY	White lettering on Blue vinyl	.055 plastic	24"X24"	Direns				

						YEAR ONE 7/1/23-06/30/24		YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
82	WARNING NO SMOKING FLAMMABLE GAS	Red and White lettering on Black and White vinyl	.055 plastic	14"X10"	NO ARROYANG NO ARROYANG PLANNING AN				
83	(DIAMOND PLAKARD) 1,4,0	Black, White, Orange, Blue	.055 plastic	12"X12"	***				
84	EMERGENCY SHUT DOWN	Gold lettering on Red vinyl	.055 plastic	8"X12"	THE PERSON NAMED IN COLUMN NAM				
85	CAUTION OSHA NEC etc	Black and Yellow lettering on Black and Yellow vinyl	.055 plastic	8"X12"	CAUTION				
86	ALL CLEANING PRODUCT BARREL MUST BE ON CONTAINER PALLETS AT ALL TIMES	White letters on Blue and White vinyl	14 gauge aluminum	12"X24"	Facilities and the second				
87	FACE ALL PRODUCTS BARREL LABELS FORWARD	White lettering on Blue and White vinyl	14 gauge aluminum	10"X16"	SOF M. WORLD AMER. LIMITS FORMED				
88	CAUTION DO NOT ENTER	Yellow & Black lettering on Black & Yellow aluminum	12 gauge aluminum	12"X16"	CAUTION DO NOT ENTER				
89	DANGER ELECTRICAL EQUIPMENT AUTHORIZED PERSONNEL ONLY	White and Black lettering on White, Black, and Red vinyl	.055 plastic	8"X12"	CANCERD BATTER GREENE BATTER GREENE MERCHAL DOLF				
90	EYE WASH STATION	White lettering on Green and White vinyl	14 gauge aluminum	8"X12"	EYE WASH STATION				
91	NO SMOKING	Red lettering on white vinyl	14 gauge aluminum	10"X12"	NO SMOKING				
92	SECONDARY EMERGENCY EVACUATION AREA	Red lettering on white vinyl	12 gauge aluminum	36"X24"					
93	NO TRESPASSING CPC 602	Blue lettering on white vinyl	14 gauge aluminum	10"X12"	TRESPASSING GPG 6/2				
94	NO LOITERING CPC 647	White on Blue vinyl	14 gauge aluminum	10"X14	NO LOTTERNO GOE OF CAT				
95	WARNING NO SMOKING	Red lettering on white vinyl	14 gauge aluminum	10"X12"	WARNING NO SMOKING				
96	CAUTION OPEN DOOR SLOWLY	Black lettering on Black and Yellow vinyl	14 gauge aluminum	10"X12"	CAUTION OPEN DOOR SLOWLY				
97	WRONG WAY	White lettering on Red vinyl	12 gauge aluminum	12"X24"	WRONG WAY				

RFQ 3-2557

EXHIBIT B

YEAR ONE YEAR TWO 7/1/23-06/30/24 7/1/24-06/30/25 Description Material Height/Width **UNIT PRICE EXTENDED PRICE** UNIT PRICE **EXTENDED PRICE** Item No. SignType Sign 12 gauge 24"X24" 98 DO NOT ENTER White lettering on Red and White vinyl aluminum 12 gauge 99 OPERATOR OF THE MONTH 12x18x.066 Red lettering on White vinyl aluminum 12 gauge EMPLOYEE OF THE MONTH Black lettering on White vinyl 12x18x.088 100 aluminum 12 gauge PARKING ONLY (wheelchair logo) White lettering on Blue vinyl 12x18x.088 aluminum 12 gauge OCTA BASE TRAINER Blue / Orange and white 18x18x.099 aluminum 12 gauge NO PUBLIC ENTRY 30"X48" 103 White lettering on Blue vinyl aluminum 12 gauge ISLAND DIRECTION 30x30x.088 104 Black arrows on yellow vinyl aluminum DEFUEL 12 gauge 105 DEFUEL STATION 8x12x.062 White lettering on black vinyl aluminum 087A 480Y/277V 30 4W 800 AMPS 2x5x.62 106 DB7A/480V/277V/ 30 4W 800AMP White lettering on black .055 plastic CAUTION 107 **BUS DRYER** White lettering on black .055 plastic 1x3x.062 - A FALL PROTECTION FALL PROTECTION REQUIRED Black lettering on White .055 plastic 12x8x.125 REQUIRED 109 FIRE EXTINGUISHER White lettering on red .055 plastic 6x.125 12 gauge NO PUBLIC ENTRY 42x48x.099 110 Black lettering on White vinyl aluminum 111 EMERGENCY SHUT DOWN White picture lettering on black .055 plastic 12"X12" 112 CNG SHUNT BREAKERS Black lettering on White vinyl sticker 5"x5" 14 gauge FUEL TANK FUEL TANK OVERFILL ALARM 8x15x.032 113 Black lettering on White vinyl aluminum OVERFILL STOP MOTOR NO SMOKING 14 gauge 114 White/black letterig on Red/White vinyl 10x15x.032 FLAMMABLE GAS aluminum

							AR ONE 3-06/30/24	YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
115	CAUTION sump goes to industrial drain	White lettering on Red	14 gauge aluminum	12x12x.125	CALTION SUMP GOES TO INDUSTRIAL DRAIN AUTHORIZED DISCHARGE ONLY				
116	DESIGNATED SMOKING AREA	White lettering on Red	12 gauge aluminum	22x22x.062	DESIGNATED SMOKING AREA				
117	YOUR SPEED	Black lettering on White vinyl	12 gauge aluminum	6.5x26x.064					
118	EXIT	Black lettering on White vinyl	14 gauge aluminum	18x24x.064	EXIT				
119	NOTICE WASH HANDS BEFORE LEAVING RESTROOM	Blue lettering on White	.055 plastic	10x14x.064	NOTICE WASH HANDS BEFORE LEAVING RESTROOM				
120	NOTICE (door swings into)	Black lettering on White	.055 plastic	7x10x.125	NOTICE DOOR SWINGS INTO WALKWAY				
121	STAIRS	Black lettering on White	.055 plastic	6x6x.125	STAIRS				
122	FIRE ALARM	White lettering on Red round	12 gauge aluminum	10	Symilarican				
123	CAUTION	Black lettering on White	Fiberglass	7x10x.064	CAUTION WHEN CONTROL WHEN ARCHITECTOR WHEN AR				
124	IF YOU MESS IT UPCLEAN IT UP	White lettering on Red vinyl	12 gauge aluminum	12x18x.091	IF YOU MESS IT UP CLEAN IT UP				
125	THE RIGHT TOOL FOR THE RIGHT JOB	black lettering on White vinyl	14 gauge aluminum	12x18x.091	THE THE HORT TOOL FOR THE HORT JOB				
126	OIL TANK OVERFILL ALARM	black lettering on White vinyl	14 gauge aluminum	8x14x.031	OR. JANK OVERTAL				
127	CAUTION (eye protection required while conducting maintainance on OCTA vehicle)	Black lettering on White	14 gauge aluminum	10x14x.12	CALLES TO THE CONTROL OF THE CONTROL				
128	ANAHEIM BASE PLEASE KEEP AREA CLEAR	White lettering on blue vinyl	14 gauge aluminum	24x24z.088	ANAHEM PASE P BASE NICAREA AREA CLEAN				
129	RIGHT TO KNOW		Laminated	18x24x.064					
130	BLOODBORNE PATHOGEN		laminated	18x24x.064					
131	CONFINED SPACE SAFETY		laminated	18x24x.064					

							AR ONE 3-06/30/24	YEAR TWO 7/1/24-06/30/25	
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
132	PROTECT YOURSELF		laminated	18x24x.064					
133	NOTICE (authorized personnel only)	Black lettering on white vinyl	14 gauge aluminum	10x14x.064	NOTICE ANTHORIZED PERSONNEL ONLY				
134	WATCH YOUR STEP	White lettering on Red	vinyl	8x10x.125	WATCH STEP DOWN				
135	GARDEN GROVE BASE PLEASE KEEP AREA CLEAR	Black lettering on yellow vinyl	14 gauge aluminum	24x24x.088	GARDEN GROVE THIS THE PLANT OF				
136	WOMEN	White lettering on silver vinyl	7 gauge aluminum	11 1/2 DI.	Warnen				
137	CAUTION (no smoking)	Black lettering on yellow	sticker	14x14	CAUTION Markening (Control of the Control of the C				
138	UNLEADED	White lettering on Red	sticker	3x14	UNLEADED				
139	1075	Black lettering on Red	sticker	10.5x10.5					
140	DANGER (this equipment starts automatically)	Black lettering on white vinyl	fiberglass	10x14x.064	THIS EQUIPMENT STARTS AUTOMATICALLY				
141	LUBE CUBE	Red lettering on white	sticker	9x11	Land Street				
142	FIRE EXTINGUISHER	White lettering on Red	sticker	9x11	FIRE				
143	NO SMOKING STOP ENGINE	Red lettering on white vinyl	14 gauge aluminum	10x16x.021	NO SMOKING STOP ENGINE				
144	CNG (no public access)	Blue letterig on white	sticker	5x5	E and the				
145	WARNING	Red/black lettering on white	sticker	8x12	WARNING				
146	WARNING NO SMOKING	Red/black lettering on white	12 gauge aluminum	48x48x.091					
147	NOTICE (authorized vehecles)	Black lettering on white vinyl	.055 plastic	24x36x.064	AUTHORIZED VEHICLES AND PERSONNEL ONLY				

PRICE SUMMARY SHEET RFQ 3-2557
EXHIBIT B

							AR ONE 3-06/30/24		AR TWO 4-06/30/25
Item No.	SignType	Description	Material	Height/Width	Sign	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
148	RADIO/CELL PHONS (not allowed.)	Red lettering on white vinyl	12 gauge aluminum	8x12x.064	COLATO				
149	CAUTION (Hazardous waste)	Black lettering on yellow	fiberglass	10x14x.064	CAUTION AND COMMENT OF THE PROPERTY OF THE PR				
150	HYDRAULIC SYSTEM	White lettering on Red vinyl	16 gauge aluminum	7x10x.064	PERMIT PETTY AND ADDRESS OF THE PETTY AND ADDRESS OF THE PETTY ADDRESS O				
151	S.A. GENERATOR	Black lettering on white vinyl	14 gauge aluminum	8x5x.041	S.A. GENERATOR Was a Manage attention of the control of the contr				
152	CAUTION	Black lettering on yellow	sticker	4x6	CA TION MATERIAL STATES AND THE STA				
153	NO SMOKING/DIESEL	Red lettering on white	sticker	3x13/4x10	NO SMOKING DIESEL				
154	IN CASE OF FIRE	Black lettering on white	.055 plastic	6x7x.0125	icase di la usa disease da di da ord usa disease di sease				
155	EMERGENCY FIRST AID	Red/black lettering on white	.055 plastic	1		_			
156	EYE WASH	Green lettering on white	.055 plastic	6x.125					

ESTIMATED ANNUAL AMOUNT

TAX (7.75%)

SUBTOTAL

LUMP SUM LUMP SUM

Insurance Requirements

- 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, Advertising (if applicable to Scope of Work) and 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 Purchase Order and, the Buyer's Name, Tracey Hunter.
- D. Contractor shall also include in each subcontract, the stipulation that subcontractor shall maintain insurance coverage in the amounts required of Contractor as provided in the Agreement. Subcontractor 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.

LEVEL 1 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.

 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. <u>Serious Injury:</u> 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.
 - 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. <u>Significant Near Miss Incident;</u> 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

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, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
- 2. CHANGES By written notice or order, AUTHORITY may, from time to time, order work suspension and/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 SELLER. 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 thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein 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. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, 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 SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
- 4. INDEMNIFICATION SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
- 5. ASSIGNMENTS AND SUBCONTRACTS 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 the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of 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, it 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, any claim or 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 SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that SELLER is notified in writing of the suit or claim 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 ensure 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. TERMINATION FOR CONVENIENCE AUTHORITY may terminate this agreement for its convenience at any time, in whole or in part, 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. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. 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.
- 12. 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.
- 13. TIME IS OF THE ESSENCE Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
- 14. WARRANTY SELLER warrants to AUTHORITY, its successors and customers that all items furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.
- 15. 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.
- 16. GOVERNING LAW The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
- 17. SEVERABILITY If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- 18. 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, return receipt requested, postage prepaid to the addresses set forth in the agreement.
- 19. COMPLETE AGREEMENT This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications