

**INVITATION FOR BIDS (IFB) 3-2900**

# **OVERHEAD DOORS AND SECURITY GATE MAINTENANCE**



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

**Key IFB Dates**

<b>Issue Date:</b>	<b>December 13, 2023</b>
<b>Pre-Bid Conference Date:</b>	<b>December 20, 2023</b>
<b>Question Submittal Date:</b>	<b>January 3, 2024</b>
<b>Bid Submittal Date:</b>	<b>January 17, 2024</b>

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December 13, 2023

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)  
IFB 3-2900: "OVERHEAD DOORS AND SECURITY GATE  
MAINTENANCE"**

**TO: ALL BIDDERS**

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

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide overhead doors and security gate maintenance. The budget is \$150,000 for a three (3)-year term. This is a prevailing wage contract.

**Bids must be received in the Authority's office at or before 11:00 a.m. on January 17, 2024.**

**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 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: Susan M Rosenkranz, Senior Buyer**

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

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

**Attention: Susan M Rosenkranz, Senior Buyer**

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

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

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

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 at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Shop Supplies & Equipment	Door - Roller Garage (Overhead)
Maintenance Services - Equipment	Door - Roller Garage (Overhead) Service

A pre-bid conference and job walk will be held on December 20, 2023, at 9:00 a.m. at the Authority's Garden Grove base, 11790 Cardinal Circle, Garden Grove, CA 92873. Prospective bidders are strongly encouraged to attend. **A reflective safety vest must be worn when participating in the job walk. Participants not wearing a safety vest will not be allowed to participate in the job walk. Participants must provide their own safety vest. In addition, no cell phone use is allowed on the Authority's property.**

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 and job walk will be held on December 20, 2023, at 9:00 a.m. at the Authority's Garden Grove base, 11790 Cardinal Circle, Garden Grove, CA 92873. Prospective bidders are strongly encouraged to attend. **A reflective safety vest must be worn when participating in the job walk. Participants not wearing a safety vest will not be allowed to participate in the job walk. Participants must provide their own safety vest. In addition, no cell phone use is allowed on the Authority's property.**

### **B. EXAMINATION OF BID 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 Senior Buyer:

Susan M Rosenkranz, Senior Buyer  
Contracts Administration and Materials Management Department  
Phone: 714.560.5610  
Email: srosenkranz@octa.net

Commencing on the date of issuance of this IFB and continuing until award of the contract or cancellation of this IFB, no bidder, subcontractor, or lobbyist or agent

### **E. CLARIFICATIONS**

#### **1. Examination of Documents**

Should a bidder require clarifications of this IFB, the bidder shall notify the Authority in writing in accordance with Section E.2 below. Should it be

found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this IFB.

## 2. Submitting Requests

- a. All questions, clarifications, requests for approved equals, 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 January 3, 2024.
- b. Requests for approved equals, clarifications, questions and comments must be clearly labeled, "IFB 3-2900: Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. The following method of delivering written questions is acceptable as long as the questions are received no later than the date and time specified above:

Email: srosenkranz@octa.net

## 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than five (5) calendar days before the scheduled date of bid opening. 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 Susan M Rosenkranz, Senior Buyer.

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

<u>Category:</u>	<u>Commodity:</u>
Shop Supplies & Equipment	Door - Roller Garage (Overhead)
Maintenance Services - Equipment	Door - Roller Garage (Overhead) Service

Inquiries received after 5:00 p.m. on, January 3, 2024, 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.

**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 January 17, 2024.**

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

Bids will be publicly opened at 11:00 a.m. on January 17, 2024. Bidders have the option to attend the onsite bid opening in Conference Room 101 at the Authority's administrative office located at 600 South Main Street, Orange, CA 92688, or call (916) 550-9867 and enter Conference ID 568023747# to hear the preliminary results.

**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 92668  
Attention: Susan M Rosenkranz, Senior Buyer**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
P.O. Box 14184**

**Orange, California 92863-1584**  
**Attention: Susan M Rosenkranz, Senior Buyer**

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

**3. Identification of Bids**

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

**"IFB No. 3-2900 Overhead Doors and Security Gate Maintenance"**

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 required.

**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.

Pre-contractual expenses are defined as expenses incurred by bidder in:

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; or
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. Contractor is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

**K. 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.

**L. PROTEST PROCEDURES**

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

**M. DELIVERY**

See Scope of work for service locations.

**N. CASH DISCOUNTS**

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

**O. APPENDICES**

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

**P. HAZARDOUS SUBSTANCES**

**1. CAL-OSHA Requirements**

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

## **2. South Coast Air Quality Management District (SCAQMD)**

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

## **3. Notice of Hazardous Substances**

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

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

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

## **4. Hazardous Waste Labels**

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

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

## **Q. BIDDER'S LICENSING REQUIREMENTS**

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a bid without a license, Bidder shall provide as part of the bid a valid California

“C-61” (Limited Specialty) or a “D-28” (Doors, Gates and Activating Devices Contractor).

Furthermore, Bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. Bidder shall also certify that all information provided and representations made in the bid are true and correct, and made under penalty of perjury. Bidders shall provide this information on “List of Subcontractors” under Forms presented in the IFB. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the bidder nonresponsive to this solicitation and will result in the rejection of the bid.

## **R. 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 is 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 this Agreement. 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, 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. A contractor or subcontractor will be exempt from this requirement pursuant to Labor Code Section 1771.1(a) if it submits a bid 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 awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

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.

**S. 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 in this IFB. However, Authority reserves the right to award its total requirements to one bidder, or to apportion those requirements among several bidders, as the Authority may deem to be in its best interests.

**T. 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.
7. Submitted IFBs are not to be copyrighted.

**U. PUBLIC RECORDS AND INFORMATION**

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

**V. FORMS****1. Status of Past and Present Contracts Form**

Bidder is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this IFB as Exhibit E 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.

**2. List of Subcontractors Form**

Bidder shall complete Exhibit F, which lists all subcontractors performing work or rendering services in excess of one half of one percent (1/2 of 1%) of the total bid amount per the instructions set forth in Section I "Instructions to Bidders".

**3. Bid Opening Sign-in Sheet**

Bidders are advised that an optional teleconference is available for the bid opening scheduled for January 17, 2024, at 11:00 a.m. Bidders have the option to attend the onsite bid opening at the Authority's office in Conference Room 101 located at 600 South Main Street, Orange, CA 92688 or call-in using the following credentials:

- OR Call-in Number: 714-550-9867
- Conference ID: 568023747#

**The bid opening will begin promptly at 11:00 a.m. Callers are requested to dial in and mute the call.** Attendees are advised to complete the bid opening sign-in sheet in Exhibit G to this IFB and email it to the Senior Buyer at [srosenkrantz@octa.net](mailto:srosenkrantz@octa.net) no later than 10:00 a.m. of bid opening date January 17, 2024.

**SECTION II: SCOPE OF WORK**



**SCOPE OF WORK**

**OVERHEAD DOORS & SECURITY GATE MAINTENANCE**

**General Requirements**

Contractor shall provide all labor, parts, materials, as well as manual and heavy equipment ladders, lifts, rental equipment at no additional charge excluding scissor lifts and forklifts for performing all electrical and mechanical operations in connection with maintenance, service and repair of electrically operated and manual roll-up, overhead type doors and gates. Contractor must possess a valid California "C-61" (Limited Specialty) and/or "D-28" (Doors, Gates and Activating Devices Contractor) Contractor shall provide a copy as part of their bid.

**Extent of Work**

Contractor shall perform all necessary service as required, upon request. This service shall include repair, rebuild, and replacement, as necessary, of all electric and mechanical components, glass, door panels, guide rails and miscellaneous components. Contractor shall have the capability of providing welding and electrical services on site at Authority locations, as required using a Journeyman Technician. This is a prevailing wage contract.

Fire doors shall be inspected and tested annually in accordance with National Fire Protection Association (NFPA) 80 standards. All linkage and cabling shall be inspected for corrosion and fraying. All joints and contacting wear surfaces shall be lubricated as per manufacturer's specifications. Fusible links and spring tensioners shall be inspected and replaced if necessary. Clean all guides, track ways, and apply a light coating of silicone spray.

**Schedule of Work**

The work shall be scheduled and accomplished in a manner that will eliminate lengthy equipment downtime. Work shall commence within twenty-four (24) hours and shall be completed within forty-eight (48) hours from notification to Contractor by Orange County Transportation Authority (Authority) Staff.

### Equipment Locations

LOCATIONS		ROLL-UP DOORS		GATES	
		Electric	Manual	Electric	Manual
1	Garden Grove Base 11790 Cardinal Circle Garden Grove, CA 92843	26	1	4	3
2	Garden Grove Annex 11800 Woodbury Road Garden Grove, CA 92843	0	1	0	0
3	Anaheim Base 1717 East Via Burton Anaheim, CA 92806	27	8	4	3
4	Irvine Sand Canyon Base 14736 Sand Canyon Road Irvine, CA 92618	25	6	5	2
5	Irvine Construction Circle Base 16281 Construction Circle West Irvine, CA 92606	16	2	3	2
6	Santa Ana Base 4301 West MacArthur Boulevard Santa Ana, CA 92704	51	1	5	0
7	Laguna Hills Transit Center 24282 Calle De Los Caballeros Laguna Hills, CA 92653	0	0	0	2

### Final Inspection

Contractor shall complete and sign the Verification of work form, see Attachment A in this Section II of IFB package. Upon completion of work, final inspection and verification of service shall be made by the Authority staff. Failure to adhere to these requirements may cause non-payment of invoices.

### Warranty

Contractor shall provide a one-year guarantee or the manufacturer's standard stated warranty, whichever is greater, for defects in material and workmanship on all parts supplied or installed under this contract. All corrective labor and/or materials shall be provided at no expense to Authority. Warranty period shall begin on the date of acceptance by Authority staff. Contractor is required to begin warranty repairs within forty-eight (48) hours of notification and complete the necessary repairs within twenty-four hours (24) from start of work. Contractor shall provide the written, expressed or implied warranty documentation prior to release of payment.



## 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 Contract: \_\_\_\_\_

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: AGREEMENT**

PROPOSED AGREEMENT NO. C-3-2900

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 overhead doors  
and security gate maintenance; 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

**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

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

**Functions**

17  
18  
19  
20  
21 C. No person named in paragraph B of this Article, or his/her successor approved by  
22 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function  
23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.  
24 Should the services of any key person become no longer available to CONTRACTOR, the resume and  
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as  
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONTRACTOR is not provided with such notice by the departing employee.  
2 AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these  
3 qualifications concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence \_\_\_\_\_ and shall continue in full force and effect  
6 through \_\_\_\_\_, unless earlier terminated or extended as provided in this Agreement.

7 **ARTICLE 5. PAYMENT**

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

12 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding  
13 to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly  
14 progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by  
15 CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the hourly labor rates specified in Exhibit B,  
16 entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a  
17 part of this Agreement. These rates shall remain fixed for the term of this Agreement and are  
18 acknowledged to include CONTRACTOR's overhead costs, general costs, administrative costs and  
19 profit. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY  
20 to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full  
21 payment until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that  
22 CONTRACTOR has fully completed all work required. AUTHORITY's payment in full shall constitute  
23 AUTHORITY's final acceptance of CONTRACTOR's work.

24 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in  
25 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices  
26 electronically to AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each

1 invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article.  
2 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each  
3 invoice. Each invoice shall include the following information:

- 4 1. Agreement No. C-3-2900;
- 5 2. Specify the effort for which the payment is being requested;
- 6 3. The time period covered by the invoice;
- 7 4. Labor (staff name, hours charged, hourly billing rate, current charges, and  
8 cumulative charges) performed during the billing period;
- 9 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 10 6. Itemized expenses including support documentation incurred during the billing  
11 period;
- 12 7. Monthly Progress Report;
- 13 8. Weekly certified payroll for personnel subject to prevailing wage requirements.
- 14 9. Certification signed by the CONTRACTOR or his/her designated alternate that a)  
15 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The  
16 backup information included with the invoice is true, complete and correct in all material respects; c) All  
17 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be  
18 made to subcontractors and suppliers from the proceeds of the payments covered by the certification  
19 and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain  
20 from a subcontractor or supplier unless so identified on the invoice.
- 21 10. Any other information as agreed or requested by AUTHORITY to substantiate  
22 the validity of an invoice.

23 **ARTICLE 6. MAXIMUM OBLIGATION**

24 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and  
25 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including  
26 obligation for CONTRACTOR's profit) shall be Dollars (\$ .00) which shall include all amounts payable



1 to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination  
2 of, this Agreement.

3 **ARTICLE 7. NOTICES**

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

8 To CONTRACTOR:

To AUTHORITY:

9 Orange County Transportation Authority

10 550 South Main Street

11 P.O. Box 14184

12 Orange, CA 92863-1584

13 ATTENTION:

ATTENTION: Susan Rosenkranz

14 Title:

Title: Senior Buyer

15 Phone:

Phone: (714) 560 - 5610

16 Email:

Email: srosenkranz@octa.net

17 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

25 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against  
26 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or

1 allegations involving any other independent contractor misclassification issues, CONTRACTOR shall  
2 defend and indemnify AUTHORITY in relation to any allegations made.

3 **ARTICLE 9. INSURANCE**

4 A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect  
5 during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-  
6 insurance provisions. CONTRACTOR shall provide the following insurance coverage:

7 1. Commercial General Liability, to include Products/Completed Operations,  
8 Independent Contractors', Contractual Liability and Personal Injury Liability, and Property Damage with  
9 a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000  
10 Products/Completed Operations aggregate;

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

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

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

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

25 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement  
26 Number C-3-2900 and, the Senior Buyer's Name, Susan Rosenkranz.

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

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

7 **ARTICLE 10. ORDER OF PRECEDENCE**

8 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
9 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of IFB 3-  
10 2900; (3) CONTRACTOR's bid dated ; (4) all other documents, if any, cited herein or incorporated by  
11 reference.

12 **ARTICLE 11. CHANGES**

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

21 **ARTICLE 12. DISPUTES**

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

1 the final and conclusive administrative decision.

2 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with  
3 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
4 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any  
5 AUTHORITY official or representative on a question of law, which questions shall be settled in  
6 accordance with the laws of the State of California.

7 **ARTICLE 13. TERMINATION**

8 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or  
9 part, by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay  
10 CONTRACTOR its allowable costs incurred to date of termination and those allowable costs  
11 determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter,  
12 CONTRACTOR shall have no further claims against AUTHORITY under this Agreement.

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

23 **ARTICLE 14. INDEMNIFICATION**

24 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its  
25 officers, directors, employees and agents (indemnities) from and against any and all claims (including  
26 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or

1 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent  
2 acts, omissions or willful misconduct by CONTRACTOR, its officers,  
3 directors, employees, agents, subconsultants or suppliers in connection with or arising out of the  
4 performance of this Agreement.

5 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

11 B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of  
12 Work to the parties identified below for the functions described in CONTRACTOR's proposal.  
13 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not  
14 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the  
15 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,  
16 employees or sureties for nonpayment by CONTRACTOR.

17 **Subcontractor Name/Addresses**

**Subcontractor Function**

18  
19  
20 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

21 CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access  
22 to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY  
23 deems necessary. CONTRACTOR shall maintain such books, records, data and documents in  
24 accordance with generally accepted accounting principles and shall clearly identify and make such  
25 items readily accessible to such parties during CONTRACTOR's performance hereunder and for a  
26 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 Article 15 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 subconsultants are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), CONTRACTOR and its required employees and subconsultants 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 subconsultants 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 consultant or subconsultant. 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

1 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
2 with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies  
3 regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to  
4 CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential.  
5 CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity  
6 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or  
7 other medium without the express written consent of AUTHORITY.

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

13 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

14 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright  
15 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any  
16 claim or suit against AUTHORITY on account of any allegation that any item furnished under this  
17 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes  
18 upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and  
19 damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in  
20 writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense  
21 for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim  
22 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form  
23 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in  
24 combination with other material not provided by CONTRACTOR when such use in combination  
25 infringes upon an existing U.S. letters patent or copyright.

26 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all



1 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY  
2 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to  
3 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at  
4 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,  
5 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell  
6 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and  
7 copyright indemnity thereto.

8 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

9 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,  
10 photographs, tapes, software, software design documents, including without limitation source code,  
11 binary code, all media, technical documentation and user documentation, photoprints and other graphic  
12 information required to be furnished under this Agreement, shall be AUTHORITY's property upon  
13 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary  
14 restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it  
15 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said  
16 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

17 B. It is expressly understood that any title to preliminary technical data is not passed to  
18 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,  
19 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the  
20 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given  
21 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
22 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 11, and a price shall be  
23 negotiated for all preliminary data.

24 The contractor should have all of the equipment needed to provide the services.

25 /

26 /

**ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

**ARTICLE 27. 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 28. 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.

**ARTICLE 29. GENERAL WAGE RATES**

A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest

1 of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits  
2 contained in the current general prevailing wage rate(s) and per diem rate(s), established by the  
3 Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor  
4 Code of the state of California, commencing at Section 1770 et. Seq.), regardless of any contractual  
5 relationship which may be alleged to exist between CONTRACTOR or subcontractor and their  
6 respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Wage  
7 schedules are available on the internet at [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html).  
8 Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date  
9 of the Notice Inviting Sealed bids. CONTRACTOR shall post a copy at each job site at which work  
10 hereunder is performed.

11 B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the  
12 Labor Code of the state of California, which are incorporated herein by reference, pertaining to workers  
13 performing work hereunder including, but not limited to those provisions for work hours, payroll records  
14 and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or cause to  
15 be inserted the preceding clause in all subcontracts, which provide for workers to perform work  
16 hereunder regardless of the subcontractor tier.

17 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-2900 to be  
18 executed as of the date of the last signature below.

19 **CONTRACTOR**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

20 By: \_\_\_\_\_

By: \_\_\_\_\_

21 Georgia Martinez  
22 Department Manager, Contracts and Procurement  
23  
24  
25  
26

**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**

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

##### **EXHIBIT B. PRICE SUMMARY SHEET**

##### **EXHIBIT C. INFORMATION REQUIRED OF BIDDER**

Bidder must provide all the information requested in this form.

##### **EXHIBIT E. STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

##### **EXHIBIT F. LIST OF SUBCONTRACTORS 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:	3-2900
DESCRIPTION:	OVERHEAD DOORS AND SECURITY GATE MAINTENANCE
BIDDER’S NAME AND ADDRESS	<hr/> <hr/> <hr/> <hr/>
NAME OF AUTHORIZED REPRESENTATIVE	<hr/>
TELEPHONE NUMBER	<hr/>
FAX NUMBER	<hr/>
EMAIL ADDRESS	<hr/>
I acknowledge receipt of IFB and Addenda Numbers:	<hr/>
AUTHORIZED SIGNATURE TO BIND BID:	<hr/>
PRINT SIGNER’S NAME AND TITLE:	<hr/> <hr/>
DATE SIGNED:	<hr/>

**AGREEMENT**

Effective, February 1, 2024, through January 31, 2027, for the Authority’s requirements on an “as-needed” basis, with no guaranteed usage as specified in Section II entitled “Scope of Work.”

Bidders must bid on all line items for the services listed in Exhibit B, “Price Summary Sheet” or will be deemed non-responsive. Prices quoted shall remain firm for the term of the Agreement or Purchase Order.

All freight costs to be included in the bidder's price as the terms shall be F.O.B. destination. Enter below the price for each of the items described in the Scope of Work, Section III. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a time-and-expense price contract.

Bidders are required to bid on all items or will be deemed non-responsive.

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

The licenses that are required to be submitted with the bid is as follows:

All certifications and documents requested herein are attached and properly completed. The following completed licenses, certifications and forms must be submitted as part of the bid:

State of California C-61 (Limited Specialty) and/or D-28 (Doors, Gates, and Activating Devices).



**EXHIBIT B: PRICE SUMMARY SHEET**

## PRICE SUMMARY SHEET

Enter below the proposed fully burdened labor rates to provide services as specified in the Scope of Work, Section II. Prices shall include prevailing wage rates for services per hour all direct costs, indirect costs, profits and any additional incidental costs. Trip and/or fuel surcharges will not be accepted. Award shall be made to the lowest responsive, responsible bidder based on the total of both hourly rates and Fire Door Yearly Inspections. The Authority's intention is to award a three-year term, time and expense, **prevailing wage** contract.

\* All Parts used that are related to any repairs shall be invoiced at cost. Vendor shall provide supporting documentation to confirm the actual cost of all replaced parts. Payments are contingent upon providing proof of cost.

Estimated quantities listed below are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by Authority.

### PREVAILING WAGE RATES FOR SERVICES PER HOUR

<u>Labor Service Rates for Journeyman Technician</u>	<u>Est. Hours Per Year</u>	<u>First Year 2/1/24- 1/31/25</u>	<u>Second Year 2/1/25-1/31/26</u>	<u>Third Year 2/1/26- 1/31/27</u>
Labor Rates Monday to Friday 6:00 am – 5:00 pm	250	\$_____hour	\$_____hour	\$_____hour
Labor Rates – All other times including weekends and holidays	40	\$_____hour	\$_____hour	\$_____hour

<u>FIRE DOOR YEARLY INSPECTIONS</u>	<u>Est. Qty Per Year</u>	<u>First Year Price 2/1/24-1/31/25</u>	<u>Second Year Price 2/1/25-1/31/26</u>	<u>Third Year Price 2/1/26- 1/31/27</u>
Annual Service for inspecting fire doors as per Scope of Work, Section II	15	\$_____	\$_____	\$_____
<b>TOTAL FOR ALL THREE YEARS</b>	\$_____			

### OCTA Recognized Holidays

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas

**EXHIBIT C: INFORMATION REQUIRED OF BIDDER**

**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: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

## **LEVEL 2 STANDARD 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

**EXHIBIT E: 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.

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

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 F: 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
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>TOTAL VALUE OF SUBCONTRACTED WORK</b>				\$

Bidder's Name: \_\_\_\_\_

**EXHIBIT G: BID OPENING SIGN-IN SHEET**

**EXHIBIT G**

**BID OPENING SIGN-IN SHEET**

**IFB Number: IFB 3-2900**

**IFB Title: "OVERHEAD DOORS AND SECURITY GATE MAINTENANCE"**

**Bid Opening Date and Time: January 17, 2024, 11:00 a.m.**

**Name of Attendee:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_