



May 26, 2016

*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*

**SUBJECT: REQUEST FOR QUOTES (RFQ): 6-1145  
“PROVIDE, INSTALL AND REPAIR VARIOUS VERTICAL  
BLINDS AND WINDOW COVERINGS”**

The Orange County Transportation Authority (Authority) invites quotes from vendors to provide and install various vertical blinds and window coverings, and for “as required” repairs of vertical blinds and window coverings, located at the Authority’s Administrative offices in Orange, CA, in accordance with Exhibit A, entitled “Scope of Work.” The budget for this project is \$20,000.00 for a two year term, plus three one-year options.

Quotes must be submitted at or before **11:00 a.m., June 28, 2016.**

Quotes shall be submitted in the following manner:

- 1. Response via fax to:** **Orange County Transportation Authority  
Attention: Susan Rosenkranz, RFQ 6-1145  
Facsimile #: (714) 560-5792**
- 2. Response via e-mail:** **E-Mail Address: [srosenkranz@octa.net](mailto:srosenkranz@octa.net)  
Subject: RFQ 6-1145**

The successful bidder will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. Prevailing wages are not required. A non-mandatory site visit will be held on June 2, 2016 at 9:00 a.m. at the Authority’s Administrative offices in Orange, CA, 92868 in the 600 building.

Comments, questions, or clarifications must be submitted in writing no later than 2:00 p.m., June 7, 2016. Please e-mail your comments, questions, or clarifications to [srosenkranz@octa.net](mailto:srosenkranz@octa.net). On the subject line, please specify RFQ 6-1145, Written Questions. The Authority will respond to all written questions by issuing a written addendum on June 13, 2016.

Sincerely,

Susan Rosenkranz  
Senior Buyer  
Contracts Administration and Materials Management

Enclosures: Exhibit A - Scope of Work  
Exhibit B - Price Summary Sheet  
Exhibit C - OCTA General Provisions  
Exhibit D - OCTA Insurance Requirements  
Exhibit E - Level 2 Safety Requirements

## **SCOPE OF WORK**

Provide, Install and Repair Various Vertical Blinds and Window Coverings

### **DESCRIPTION**

Vendor shall provide and install various vertical blinds and window coverings including: Century verticals, roller shades and other various window coverings. Vendor will also provide parts and labor to repair vertical blinds and window coverings which includes removal and haul away of existing treatments.

### **Requirements**

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

### **Location of Window Coverings**

600 South Main Street – FLOORS 1-12  
Orange, CA 92868

### **Location of Window Coverings**

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

### **OPERATING HOURS**

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

Arrangements may be made for services after operating hours.

**PRICE SUMMARY SHEET**

**PROVIDE, INSTALL AND REPAIR VARIOUS VERTICAL BLINDS AND WINDOW COVERINGS**

Installation & Repair Services as per Scope of Work	Year One 10/1/16- 9/30/17	Times Est. usage	Year Two 10/1/17- 9/30/18	Times Est. usage
	Hourly			
Labor Mon - Fri. 7:00 am - 5:00 pm (Est. 80)	\$ _____	\$ _____	\$ _____	\$ _____
Labor Mon - Fri 5:01 pm - 6:59 am (Est. 20)	\$ _____	\$ _____	\$ _____	\$ _____
Parts & Materials Cost Plus %	_____ %		_____ %	
TOTAL	_____	\$ _____	\$ _____	\$ _____

Installation & Repair Services as per Scope of Work	Option Year One 10/1/18- 9/30/19	Times Est. usage	Option Year Two 10/1/19- 9/30/20	Times Est. usage	Option Year Three 10/1/20- 9/30/21	Times Est. usage
	Hourly					
Labor Mon - Fri. 7:00 am - 5:00 pm (Est. 80)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Labor Mon - Fri 5:01 pm - 6:59 am (Est. 20)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Parts & Materials Cost Plus %	_____ %		_____ %		_____ %	
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

MINIMUM NUMBER OF HOURS CHARGED PER SERVICE CALL (IF ANY) \_\_\_\_HRS

Bidders agrees to the terms and conditions as stated in Exhibit C, entitled “Orange County Transportation Authority – General Provisions”, which by this reference is incorporated herein.

In signing this form, vendor acknowledges receipt of Exhibit A, entitled “Scope of Work,” Exhibit B, entitled “Price Summary Sheet”, Exhibit C, entitled “Orange County Transportation Authority - General Provisions”, Exhibit D, entitled "Insurance" and Exhibit E, entitled “Level 2 Safety Specifications” which are by this reference incorporated herein.

Acknowledgement of RFQ 6-1145 and any Addenda \_\_\_\_\_

This quotation shall remain firm for 90 days from quotation close date.

AUTHORIZED TO BIND QUOTE: \_\_\_\_\_

PRINT SIGNER’S NAME AND TITLE: \_\_\_\_\_

\_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**ORANGE COUNTY TRANSPORTATION AUTHORITY - GENERAL PROVISIONS**

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

B. SELLER further covenants that, for the term of this agreement, no director, member, officer, or employee of the AUTHORITY during his tenure in office or one (1) year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof.

13. TERMINATION FOR CONVENIENCE - the Authority may terminate this agreement at any time by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.
14. AUDIT AND INSPECTION OF RECORDS - SELLER shall provide AUTHORITY such access to SELLER'S books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER'S performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.

**INSURANCE**

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

4. Employers' Liability with minimum limits of \$1,000,000.00; and

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. VENDOR shall include on the face of the Certificate of Insurance the Blanket Purchase Order No. C-6-1145; and, the Senior Buyer's Name, Susan Rosenkranz.

D. VENDOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from VENDOR as provided in this Blanket Purchase Order.

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



## LEVEL 2 SAFETY SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Orange County Transportation Authority (Authority) health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work 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's HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

#### 1.2 INJURY AND ILLNESS PREVENTION PLAN

- A. The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its subcontractors, suppliers, and vendors.
- B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.

#### 1.3 HAZARD COMMUNICATION PROGRAM

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

#### 1.4 DESIGNATED Health, Safety and Environmental (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect

changes in work procedures that may have associated schedule and budget impacts.

- B. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, or job experience of Contractor's On-Site HSE Representative assigned to the project. The Contractor's On-Site HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-Site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
- C. The Contractor's On-Site HSE Representative shall have, as a minimum, a 30 hour OSHA training certificate, and five (5) years of experience of HSE compliance on similar projects. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and the HSEC Department Manager.
- D. A Competent or Qualified Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

## 1.5 ORIENTATION

- 1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
- 2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

## 1.6 TRAFFIC & PARKING

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

## 1.7 GENERAL PROVISIONS

- 1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with

Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.
7. Submittals include; Company IIPP, Hazard Communication Program, Substance Abuse Prevention Policy/Program, Resume of qualified HSE Representative. Develop and Provide to the OCTA Project Manager a lift plan for any repairs that involve hoisting parts or equipment by use of any type of lifting equipment (crane, forklift, etc.) a minimum of 7 days prior to the scheduled activity for review by OCTA.
8. Provide to the OCTA Project Manager a site specific health safety and environmental plan for any non-routine maintenance activity (installation of new equipment, etc.).

## **1.8 INCIDENT NOTIFICATION AND INVESTIGATION**

- A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
  2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
  3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

## **1.9 PERSONAL PROTECTIVE EQUIPMENT**

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

## **2.0 LANGUAGE REQUIREMENTS**

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

## **2.1 WARNING SIGNS AND DEVICES**

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

## **2.2 REFERENCES**

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules