

June 7, 2017

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: NOTICE OF REQUEST FOR QUOTES (RFQ) RFQ 7-1572 Moving Services

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites qualified contractors to provide moving services. The Authority will issue a three-year Blanket Purchase Order with two one-year options with a budgeted amount of \$30,000.00.

# Quotes must be received at or before 11:00 a.m. on June 20, 2017.

Quotes must be submitted on the enclosed Bid Form, Exhibit B and must be sent to Susan Rosenkranz, Senior Buyer by email <u>srosenkranz@octa.net</u> or facsimile (714) 560-5316 and clearly titled "RFQ 7-1572, Moving Services."

All questions or clarifications must be submitted in writing and must be received by the Authority no later than 12:00 p.m., on June 9, 2017. The Authority will respond to all written questions by issuing a written addendum no later than June 13, 2017.

Quotes received after the date and time specified above will be rejected by the Authority.

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

Any contract or purchase order awarded as a result of this RFQ will be to the overall lowest, responsive, and responsible bidder. If you have any questions, I can be reached at (714) 560-5610.

Enclosures:

Exhibit A - Scope of Work Exhibit B - Bid Form Exhibit C – Price Summary Sheet Exhibit D - OCTA General Provisions Exhibit E – Insurance Exhibit F – Level 1 Safety Specifications

# SCOPE OF WORK Moving Services

# **GENERAL DESCRIPTION**

Mover to provide labor, transportation, moving equipment, and materials (boxes, dollies, tape, monitor covers, computer bags, E-Crates, labels, misc.), for organized, cooperative and efficient moves.

- Orange County Transportation Authority (OCTA) has a normal 48-hour advance notice for small moves (such as moving equipment or miscellaneous furniture from the Operations Building in Garden Grove over to the surplus area at the Garden Grove Warehouse).
- OCTA has a 1 to 2 week lead time for major moves (such as moving one entire department from second floor of the Operations Building in Garden Grove over to the Bus Operations Facility in Irvine). This type of move is normally designated for a weekend move in order not to interrupt day to day business operations.
- Occasionally a 24 hour and/or same day service is required. This type of service is required mainly for small moves.

## REQUIREMENTS

• Mover shall notify OCTA upon any change in scheduled arrival time.

# LOCATION OF FACILITIES

The location of mover shall be within 10 miles of administration offices at 600 South Main Street Orange, CA 92863. The primary facilities that are occupied by OCTA personnel or equipment are (but not limited to), the following cities:

Anaheim	Orange
Garden Grove	Santa Ana
Irvine	

Prior to, during and after any major move, mover should be prepared to advise OCTA of "things to do" to include:

1) Handing out an instruction sheet on "how" and "what" to do to coordinate a successful move.

2) Attend a meeting with the department that is moving to provide instructions and to answer questions on how to achieve a successful move.

OCTA's project manager will provide access to any OCTA facility on any predetermined date and time. OCTA is to be advised when a supervisor is required for any moving job prior to commencement.

# MATERIAL

The number of e-crates required for each major move shall be estimated by the using department, the mover shall drop off boxes to any or each of OCTA's designated facilities prior to the move, if so requested. (Boxes will be accompanied by tape and labels.) At each location, an OCTA employee shall be appointed to intercept delivery of boxes, tape and labels.

The pickup date for all reusable boxes after the completed move shall be coordinated by the project manager and the contractor.

All unused boxes, should be picked up by the contractor and credited to the invoice per the unit price indicated on the Price Summary Form.

# Sample of items to be moved (but not limited to):

- 1. Tables
- 2. Desks
- 3. Equipment
- 4. Chairs
- 5. Book Cases
- 6. Lateral & Horizontal Files
- 7. Storage Cabinets
- 8. Shelving
- 9. Partitions
- 10. Computers
- 11. Monitors
- 12. Copiers
- 13. Printers
- 14. Appliances
- 15. Network racks
- 16. Lockers
- 17. Machinery
- 18. Gym equipment
- 19. Safes

# **BID FORM**

REQUEST FOR QUOTATION NUMBER:	RFQ 7-1572
DESCRIPTION OF WORK:	Moving Services
BIDDER NAME AND ADDRESS:	
NAME AND TELEPHONE NO. OF AUTHORIZED REPRESENTATIVE:	 

# BLANKET PURCHASE ORDER

Effective July 1, 2017 through June 30, 2020, plus two one-year options for the Authority's General Services Department's requirements on an, as-needed basis, with no guaranteed usage for moving services as specified in Exhibit A entitled "Scope of Work". The Orange County Transportation Authority (Authority) does not offer or guarantee specific quantities for service work. Bidder must complete Exhibit C entitled "Price Summary Sheet". Prices quoted are firm for the term of the blanket purchase order.

## OPTION YEAR

The Authority will notify the Contractor, in writing, of its intent to exercise any given option year at least thirty (30) days prior to commencement of the option year as to the Authority's decision to exercise said option.

Option year one, if exercised, will be effective July 1, 2020 through June 30, 2021.

Option year two, if exercised, will be effective July 1, 2021 through June 30, 2022.

Are there any additional and/or incidental costs necessary in order to fully comply with the Scope of Work? Yes/No

If "Yes", please provide a complete and comprehensive listing of all such costs:

### Labor Rates:

All labor rates are "fully burdened", i.e., includes direct labor costs, indirect costs, overhead costs, general, administrative and profit.

Cash discount allowable \_\_ % \_\_ days; unless otherwise stated, payment terms are: Net thirty (30) days. Cash/Payment discounts will not be considered in the evaluation of bids.

Bidder agrees to the terms and conditions as stated in Exhibit D, entitled "Orange County Transportation Authority - General Provisions" which are, by this reference, incorporated herein.

By signing this form, Bidder acknowledges receipt of Exhibit E, entitled "Insurance", Exhibit F entitled "Level 1 Safety Specifications", which, by this reference, are incorporated herein.

I acknowledge receipt of RFQ 7-1572 and Addendum No. (s) \_\_\_\_\_\_.

This offer shall remain firm for	days from the date of quote. (Minimum 120)
COMPANY NAME	(Minimum 120)
ADDRESS	
TELEPHONE	
EMAIL ADDRESS	
SIGNATURE OF PERSON AUTHORIZED TO BIND QUOTE	
SIGNATOR'S NAME AND TITLE	
DATE SIGNED	

IF NOT QUOTING, PLEASE LIST REASON(S) BELOW:

# PRICE SUMMARY SHEET

I. <u>LABOR</u>		THREE YEAR TERM 7/1/17 -6/30/20
<u>ltem</u>	<b>Description</b>	Hourly Rate
1.	One Van and One Driver	\$
2.	Mover's Rate	\$
3.	Supervisor's Rate	\$
4.	Travel Charges	NO CHARGE
All other hou	irs, and weekends specify Hourly Rate below.	THREE YEAR TERM 7/1/17 -6/30/20 <u>Hourly Rate</u>
1.	One Van and One Driver	\$
2.	Mover's Rate	\$
3.	Supervisor's Rate	\$
4.	Travel Charges	NO CHARGE
Holidays spe	ecify Hourly Rate below.	THREE YEAR TERM 7/1/17 -6/30/20 <u>Hourly Rate</u>
1.	One Van and One Driver	\$
2.	Mover's Rate	\$
3.	Supervisor's Rate	\$
4.	Travel Charges	NO CHARGE

I. <u>LABOR</u>		TWO-YEAR OPTION TERM	
<u>ltem</u>	<b>Description</b>	7/1/20 -6/30/22 <u>Hourly Rate</u>	
4.	One Van and One Driver	\$	
5.	Mover's Rate	\$	
6.	Supervisor's Rate	\$	
4.	Travel Charges	NO CHARGE	

All other hours, and weekends specify Hourly Rate below.

		TWO-YEAR OPTION TERM 7/1/20 -6/30/22 <u>Hourly Rate</u>
1.	One Van and One Driver	\$
2.	Mover's Rate	\$
3.	Supervisor's Rate	\$
4.	Travel Charges	NO CHARGE

Holidays specify Hourly Rate below.

# TWO-YEAR OPTION YEAR TERM 7/1/20 -6/30/22 <u>Hourly Rate</u>

1.	One Van and One Driver	\$
2.	Mover's Rate	\$
3.	Supervisor's Rate	\$
4.	Travel Charges	NO CHARGE

# II. MATERIALS

# THREE-YEAR TERM7/1/17-6/30/20Unit PriceCredit PricePer BoxPer Box

<u>ltem</u>	<b>Description</b>		
1.	1.5 Cubic foot box	\$	\$\$
2.	3.0 Cubic foot box	\$	\$
4.	6.0 Cubic foot box	\$	\$
5.	Cost to deliver boxes only	\$	\$
6.	Tape and Labels	NO	CHARGE
		TWO-YEA	

TWO-YEAR OPTION TERM			
7/1/20-6/30/22			
Credit Price			
<u>Per Box</u>			

<u>ltem</u>	<u>Description</u>		
1.	1.5 Cubic foot box	\$	\$
2.	3.0 Cubic foot box	\$	\$
4.	6.0 Cubic foot box	\$	\$
5.	Cost to deliver boxes only	\$	\$
6.	Tape and Labels	NO C	HARGE

#### ORANGE COUNTY TRANSPORTATION AUTHORITY - GENERAL PROVISIONS

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

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

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

#### INSURANCE

a. CONTRACTOR shall procure and continuously maintain in full force and affect through contract completion, insurance coverages specified herein. Coverages shall not be subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

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

2. Automobile Liability 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 waiver of subrogation, in favor of AUTHORITY, its officers, directors, employees and agents.

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

b. Prior to commencement of any work hereof, CONTRACTOR shall furnish to AUTHORITY's Senior Buyer broker-issued insurance certificate, including an insurance company issued endorsement showing the required insurance coverages and further providing that:

1. AUTHORITY, its officers, directors, employees and agents must be named as additional insured on Commercial General Liability and Automobile Liability certificates and on the insurance policy endorsement with respect to performance hereunder; and

2. The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and

3. Thirty (30) days prior written notice of cancellation or material change be given to AUTHORITY.

c. "Occurrence," as used herein, means any event or related exposure to

conditions, which result in bodily injury or property damage.

d. The Certificate of Insurance shall reference Purchase Order Agreement Number C7-1572 and, the Senior Buyer's Name, Susan Rosenkranz upon AUTHORITY's request, certified, true and exact copies of each of the insurance policies shall be provided to AUTHORITY.

e. AUTHORITY shall notify CONTRACTOR in writing of any changes in the requirements to insurance required to be provided by CONTRACTOR. Except as set forth in this Article, any additional cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the contract price pursuant to a change order.

f. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain coverage in the amounts required as provided in this Agreement.

# LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

# PART I – GENERAL

# 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Orange County Transportation Authority (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's 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 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 planned and performed, and safe conditions shall be maintained during the course of 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 achieved for the safeguard of public and workers.

# 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 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. B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

# 1.3 HAZARD COMMUNICATION

- 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 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 Authority.

# 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 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. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules

# END OF SECTION